

RECEIVED

JUN 28 2005

PUBLIC SERVICE  
COMMISSION

June 28, 2005

HAND DELIVERED

Ms. Elizabeth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602

Case 2005-00267

Dear Ms. O'Donnell:

Please find enclosed for filing with the Commission, an original and ten copies of the Application of East Kentucky Power Cooperative, Inc., ("EKPC") for Approval of an Unsecured Revolving Credit Facility in an Amount up to \$700 million for a Term of up to Five Years. Also enclosed is EKPC's Petition for Confidential Treatment of Information regarding certain designated information in Exhibit 2 to the Application. Included with the original Petition is a confidential set of all pages in Application Exhibit 2 which contain confidential information. Redacted versions of Exhibit 2 are included in the original Application and copies.

Very truly yours,



Charles A. Lile  
Senior Corporate Counsel

Enclosures

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JUN 28 2005

PUBLIC SERVICE  
COMMISSION

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**IN THE MATTER OF:**

**THE APPLICATION OF EAST KENTUCKY POWER )  
COOPERATIVE, INC. FOR APPROVAL OF AN )  
UNSECURED REVOLVING CREDIT FACILITY ) CASE NO. 2005- 00267  
IN AN AMOUNT UP TO \$700 MILLION FOR A TERM )  
OF UP TO FIVE YEARS )**

**APPLICATION**

1. Applicant, East Kentucky Power Cooperative, Inc., hereinafter referred to as “EKPC”, Post Office Box 707, 4775 Lexington Road, Winchester, Kentucky 40392-0707, files this Application for Approval of an Unsecured Revolving Credit Facility in an Amount up to \$700 Million for a term of up to Five Years (the “Credit Facility”).

2. This Application is made pursuant to KRS §278.300 and related statutes, and 807 KAR 5:001 Sections 8, 11, and related sections.

3. A copy of Applicant’s restated Articles of Incorporation and all amendments thereto was filed with the Public Service Commission (the “Commission”) in PSC Case No. 90-197, the Application of East Kentucky Power Cooperative for a Certificate of Public Convenience and Necessity to Construct Certain Steam Service Facilities in Mason County, Kentucky.

4. A copy of the resolution from Applicant’s Board of Directors approving the filing of this Application, and approving the establishment of the Credit Facility, is filed herewith as Applicant’s Exhibit 8.

5. EKPC is a not-for-profit rural electric cooperative which has no stock authorized or outstanding, and pays no dividends.

6. EKPC proposes to obtain the five-year unsecured revolving Credit Facility, in an amount up to \$700 million, to serve as interim financing for the construction of various new generation and transmission facilities, as more fully described in Exhibit 3, and for general corporate purposes, until long term financing is obtained from the Rural Utilities Service. The Credit Facility is more fully described in Exhibit 2. The Credit Facility will not discharge or refund any outstanding obligations of EKPC.

7. Also attached hereto are: Exhibit 1- General Description of EKPC's Property and Field of Operations; Exhibit 4- EKPC Mortgage Dated January 2, 2004; Exhibit 5- EKPC Statement of Operations- 12 Months ending March 31, 2005; Exhibit 6- EKPC Balance Sheet for month ending March 31, 2005; Exhibit 7- Descriptions of EKPC Indebtedness.

8. Some contracts for engineering and design work for the proposed facilities which may be partially financed by the Credit Facility have been entered, and detailed plans and maps for these facilities have been prepared. The subject generation facilities are the subjects of PSC Case No. 2004-00423 and Case No. 2005-00053, which are currently pending before the Commission. An application for construction certificates for the subject transmission facilities will be filed with the Commission in the near future. Considerable detailed information concerning the proposed generation facilities has been included in those cases, and similar detailed information will be submitted in the certificate application for the transmission facilities. Given the scope of the projects which may be partially financed by the Credit Facility, full compliance with the requirements of 807 KAR 5:001 Section 11 (1) (d) and (2) (c) would require the submission of a massive amount of documents. Due to the limited term of the financing,

the volume of the required information, and the Commission's review of similar information in other proceedings involving the proposed new facilities, EKPC requests a deviation, pursuant to 807 KAR 5:001 Section 14, from the requirements of 807 KAR 5:001 Section 11 (1) (d) and (2) (c), and requests that any additional information needed by the Commission staff in its review of this Application, which addresses the requirements of those subsections, be specified through data requests in the case.

WHEREFORE, the Applicant, East Kentucky Power Cooperative, Inc., requests that the Commission grant the requested deviation from its General Rules and, after an appropriate review of this Application, issue an order authorizing the establishment of the proposed Credit Facility.

Respectfully submitted,

DALE W. HENLEY

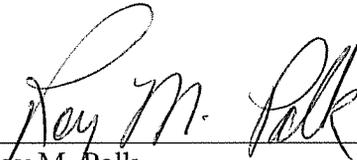


CHARLES A. LILE

ATTORNEYS FOR APPLICANT  
EAST KENTUCKY POWER  
COOPERATIVE, INC.  
P.O. BOX 707  
WINCHESTER, KY 40392-0707  
(859)744-4812

**OATH**

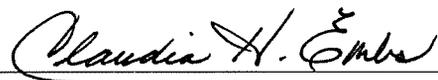
I, Roy M. Palk, President and Chief Executive Officer of East Kentucky Power Cooperative, Inc., hereby swear that I have read this Application and, to the best of my information and belief, the Application and all exhibits are true and correct.

  
\_\_\_\_\_  
Roy M. Palk

STATE OF KENTUCKY    )  
  )  
COUNTY OF CLARK    )

Subscribed and sworn to before me by Roy M. Palk in the aforesaid state and county on the 28<sup>th</sup> day of June, 2005.

My notarial commission expires March 23, 2007.

  
\_\_\_\_\_  
NOTARY PUBLIC

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**RECEIVED**  
JUN 28 2005  
PUBLIC SERVICE  
COMMISSION

**In the Matter of:**

**THE APPLICATION OF EAST KENTUCKY POWER )**  
**COOPERATIVE, INC. FOR APPROVAL OF AN )**  
**UNSECURED REVOLVING CREDIT FACILITY ) CASE NO. 2005- 00267**  
**IN AN AMOUNT UP TO \$700 MILLION FOR A TERM )**  
**OF UP TO FIVE YEARS )**

**PETITION FOR CONFIDENTIAL  
TREATMENT OF INFORMATION**

Comes now the Petitioner, East Kentucky Power Cooperative, Inc. (“EKPC”) and, pursuant to 807 KAR 5:001 Section 7 and KRS §61.870, requests from the Public Service Commission (the “Commission”) confidential treatment of the designated information in Exhibit 2 to EKPC’s Application for approval of an unsecured revolving credit facility (the “Credit Facility”) to serve as interim financing for the construction of facilities and general corporate needs, pending the approval of long term financing from the Rural Utilities Service. As grounds for this petition, EKPC states as follows:

1. 807 KAR 5:001 Section 7 authorizes confidential treatment of information submitted to the Commission based on grounds provided in KRS §61.870 et seq. EKPC asserts that the information identified in the abovementioned Exhibit 2 are records generally recognized as proprietary and confidential which, if made public, would permit an unfair commercial advantage to competitors of EKPC, as more fully explained hereinbelow. As such, this information should be granted confidential treatment pursuant to 801 KAR 5:001 Section 7 and KRS §61.878 (1)(c)(1).

2. The designated information consists of certain fees, terms and conditions contained in EKPC's agreements with the parties (the "Joint Lead Arrangers") arranging the subject Credit Facility. The Joint Lead Arrangers consider this information proprietary and confidential, and EKPC's agreements in regard to the Credit Facility require EKPC to seek confidential protection for this information, if provided in the course of regulatory approval proceedings. The Credit Facility is the most favorable interim financing of this size available to EKPC at this time, and failure to seek confidential protection for the subject information could foreclose this financing option. EKPC urgently needs this interim financing, and, if the Credit Facility is not available to EKPC, higher cost alternatives must be sought. Such higher cost financing would increase EKPC's overall costs, and could adversely affect its ability to competitively price its surplus energy. Therefore, the disclosure of the designated information would create a situation which would lead to an unfair competitive disadvantage for EKPC in its efforts to compete with the power marketers, utilities and other entities that deal in the market for surplus bulk power.

3. EKPC has protected the confidentiality of the subject information, which contains information known only by EKPC and the Joint Lead Arrangers, and has restricted access to this information in its possession to only EKPC employees with a need to use it for the purposes of this case. One unredacted copy of the confidential pages of the subject Exhibit 2, along with 10 redacted copies, are included with the filing of this Petition, pursuant to 807 KAR 5:001 Section 7.

4. The subject information is entitled to confidential treatment pursuant to 807 KAR 5:001 Section 7 and KRS §61.878(1)(c)(1) as information generally recognized as confidential and proprietary which would permit an unfair commercial advantage to competitors of EKPC in the surplus power market if disclosed, as discussed hereinabove. The information is also entitled

to confidential treatment pursuant to KRS §61.878(1)(c)2(c) as confidential information maintained in conjunction with the regulation of a commercial enterprise and disclosed to an agency on a confidential basis.

WHEREFORE, EKPC respectfully requests the Commission to grant confidential treatment to the subject information and deny public disclosure of said information.

Respectfully submitted,

DALE W. HENLEY

A handwritten signature in black ink, appearing to read "Charles A. Lile". The signature is fluid and cursive, written over the printed name.

CHARLES A. LILE  
P. O. BOX 707  
WINCHESTER, KY 40392-0707  
(859) 744-4812

CERTIFICATE OF SERVICE

This is to certify that an original and ten copies of this Petition for Confidential Treatment of Information in the above-styled case were delivered to the Elizabeth O'Donnell, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40602, this 28<sup>th</sup> day of June, 2005.



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CHARLES A. LILE

(Spur4IntFinApp-confidtrat)

**APPLICATION  
TO THE KENTUCKY PUBLIC SERVICE COMMISSION  
FOR APPROVAL OF AN UNSECURED REVOLVING CREDIT FACILITY  
INITIALLY SIZED IN AN AMOUNT OF \$600,000,000  
WITH POSSIBLE UPSIZING TO \$700,000,000**

**Index of Exhibits to Application**

- Exhibit 1**            General Description of EKPC's Property and Field of Operations
- Exhibit 2**            Description of Loan
- Exhibit 3**            Description of Facilities to be Constructed
- Exhibit 4**            EKPC Mortgage dated January 2, 2004

**Financial Exhibit**

- Exhibit 5**            Statement of Operations - 12-months ending March 31, 2005
- Exhibit 6**            Balance Sheet for month ending March 31, 2005
- Exhibit 7**            Various Descriptions of Indebtedness

**Board Resolution**

- Exhibit 8**            Authorizing EKPC Board Resolution



**EAST KENTUCKY POWER COOPERATIVE, INC.**

**DESCRIPTION OF PROPERTY**  
**AS OF MARCH 31, 2005**

East Kentucky Power Cooperative, Inc. ("EKPC"), with headquarters in Winchester, Kentucky, is a generation and transmission cooperative providing wholesale electric power service to 16 member cooperative over 2,656.5 miles of transmission lines through 304 load centers (substations). These 16 member cooperatives serve approximately 489,000 members.

EKPC owns and operates three coal-fired generating stations in Kentucky with a total net capacity of approximately 1,655 megawatts located at Ford (Dale Station), Burnside (Cooper Station), and Maysville (Spurlock Station). Seven combustion turbines located in Clark County at its Smith site are in operation adding a total nominal capacity of 812 megawatts. In addition, EKPC owns and operates three Landfill Gas-fired (Renewable Energy) plants located in Greenup County, Laurel County and Boone County adding another 9 megawatts of capacity.

Including the generation facilities, transmission facilities, and general plant, EKPC has total utility plant-in-service with a net original cost of \$1,270,843,789 and construction work-in-progress of \$44,446,229.



**EAST KENTUCKY POWER COOPERATIVE, INC.**

**DESCRIPTION OF A LOAN IN AN AMOUNT  
UP TO \$700,000,000**

East Kentucky Power Cooperative, Inc. ("EKPC", the "Borrower") is seeking a 5-year unsecured revolving credit facility (the "Facility") in an amount up to \$700 million for certain capital expenditure needs and general corporate purposes for the next five years. EKPC expects to obtain long-term funding from the Rural Utilities Service ("RUS"), an agency of the United States Department of Agriculture, to refinance all outstanding balances of the Facility by 2010.

The Company will repay and reborrow funds from the Facility based on the timing of its funding needs and long-term funds received from RUS. EKPC plans to submit its long-term loan applications to RUS ahead of its funding needs to take into account RUS's normal review for the loan application and approval process. Because of the uncertainty regarding the timing of construction expenditures for the multiple projects being funded and the inability to predict when RUS loan funds will be available to EKPC, specific uses of the proceeds cannot be estimated at this time. Under the terms of EKPC's existing Mortgage Agreement with RUS (see Exhibit 4), all after-acquired assets (including all the assets to be funded with this facility) will become security interests under the Mortgage. As a result, in order to provide unsecured creditors additional assurance, there will be a provision limiting EKPC's ability to incur additional unsecured indebtedness.

National Rural Utilities Cooperative Finance Corporation and The Bank of Tokyo-Mitsubishi, Ltd. ("CFC" and "BTM", respectively, and together, or the "Joint Lead Arrangers") have committed to provide EKPC a \$600,000,000 Senior Unsecured Revolving Credit Facility. EKPC will consider upsizing the Facility from any oversubscription from the syndication. CFC will be the Administrative Agent for the Facility. EKPC is seeking firm commitments by August 2005 and expecting a financial closing date of September 2005.

**Terms and Conditions**

- **Lenders:** A syndicate of financial institutions (including BTM and CFC) arranged by the Joint Lead Arrangers, and such institutions acceptable to the Borrower and the Joint Lead Arrangers (collectively, the "Lenders").
- **Facility Fee:** The Borrower will pay a fee (the "Facility Fee"), in the amount of [REDACTED] basis points ("bps") on each Lender's commitment amount, regardless of usage. The Facility Fee is payable quarterly in arrears commencing upon Closing.

- Origination Fee: The Borrower will pay an origination fee of [REDACTED] bps on the aggregate commitments under the Facility upon the execution of the operative documents, payable to the Joint Lead Arrangers on the Closing Date.
- Administrative Agency Fee: The Borrower will pay an annual Administrative Agency Fee of [REDACTED] to the Agent on the Closing Date and on each annual anniversary date thereof through the Final Maturity Date.
- Interest Rates: At the Borrower's option, any loan under the Facility prior to Maturity Date will bear interest at a rate equal to an incremental borrowing margin of (i) LIBOR plus [REDACTED] bps or (ii) the Alternate Base Rate (to be defined as the higher of (a) the rate of interest publicly announced by JPMorgan Chase Bank in New York City from time to time as its Prime Rate and (b) the Federal Funds rate plus 0.5%) ("ABR").

The Borrower may select interest periods of 1, 2, 3, or 6 months for LIBOR loans, subject to availability. Interest shall be payable at the end of the selected interest period, but no less frequently than quarterly.

A default rate shall apply on all loans in the event of default under the Facility at a rate per annum of 2% above the applicable interest rate.

- Maturity Date: The Facility shall terminate and all amounts outstanding thereunder shall be due and payable in full 5 years from Closing ("Maturity Date"). All Amounts under the Facility will be due and payable in full at the end of the five-year period but may be voluntarily prepaid in advance, in whole or in part, without penalty, subject to reimbursement of the Lenders' breakage and redeployment costs in the case of prepayment of loans accruing interest at LIBOR.
- Prepayment Options: The Borrower may prepay the Facility in whole or in part at any time without penalty, subject to reimbursement of the Lenders' breakage and redeployment costs in the case of prepayment of LIBOR borrowings.
- Conditions Precedent to Closing:
  1. All governmental and regulatory approvals for the transaction shall have been obtained.
  2. Payment of all fees and expenses required to be paid on or before Closing.
  3. The Borrower has submitted its applications to the Rural Utilities Service for permanent financing for the Smith 1 and Spurlock 4 projects.
  4. Favorable legal opinions from counsels for both the Borrower and the Lead Arrangers.
  5. The Borrower shall be in compliance with all existing material financial obligations.

• Financial Covenants:

1. Debt Service Coverage Ration (“DSCR”) – the Borrower will maintain a minimum DSCR ratio of [REDACTED] in two out of three years as defined in the RUS Mortgage;
2. Times Interest Earned Ration (“TIER”) – the Borrower will maintain a minimum interest coverage ration of [REDACTED] in two out of three years as defined in the RUS Mortgage;
3. The Borrower will maintain a minimum net worth at the end of each fiscal year based on the following schedule:

<u>Period</u>	<u>Minimum Net Worth</u>
2005 – 2007	[REDACTED]
2008 – 2010	[REDACTED]

4. The Borrower will maintain a minimum Equity to Assets ratio of [REDACTED].



**EAST KENTUCKY POWER COOPERATIVE, INC.**

**DESCRIPTION OF FACILITIES TO BE CONSTRUCTED**

The proceeds from the credit facility will be used as part of East Kentucky Power Cooperative, Inc.'s ("EKPC") funding for the construction of two 278-MW baseload coal-fired circulating fluidized bed units at its Spurlock and Smith sites ("Spurlock 4" and "Smith 1") and the required transmission systems for the planned new generation facilities. Spurlock 4 and Smith 1 are scheduled to be in operation in 2008 and 2009, respectively. The estimated total cost for the Spurlock 4 Unit is \$479 million and \$543 million for the Smith 1 Unit. EKPC also expects to spend approximately \$90 million for new transmission facilities.

Additionally, EKPC is anticipating the purchase and installation of five additional peaking capacity units (Combustion Turbines #8-12) to be in operation on various dates between April 2007 and May 2008, resulting in expenditures of approximately \$270 million.

Detailed descriptions of the proposed generation facilities, as well as maps, plans, and cost estimates are included in EKPC's certificate applications and referenced as filed in PSC Case No. 2004-00423 and PSC Case No. 2005-00053, which are currently pending before the Commission.



**EAST KENTUCKY POWER COOPERATIVE, INC.**

**MORTGAGE**

Restated and Consolidated Mortgage and Security Agreement with the United States of America and the National Rural Utilities Cooperative Finance Corporation dated January 2, 2004. This Mortgage includes EKPC's complete property listings.

Mortgaged Property includes all real and personal property with the exception of certain specified vehicles and other personal property exceptions.

Maximum Debt Limit:           \$3,000,000,000

Debt Outstanding as of March 31, 2005:   \$1,305,534,053

RUS Project Designation:

Kentucky 59 Z8 & AA8 Fayette

RESTATED AND CONSOLIDATED MORTGAGE

AND

SECURITY AGREEMENT

Made By And Among

EAST KENTUCKY POWER COOPERATIVE, INC.,

Mortgagor

and

UNITED STATES OF AMERICA,

and

NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION

Mortgagees.

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY. THE DEBTOR IS A TRANSMITTING UTILITY.

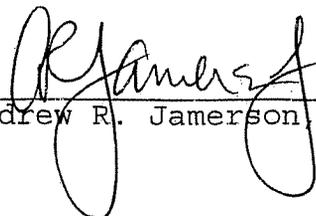
THE TYPES OF PROPERTY COVERED BY THIS INSTRUMENT ARE DESCRIBED ON PAGES 14-17 and Appendix B, PAGES B1-B107.

THIS INSTRUMENT CONTAINS AN AFTER-ACQUIRED PROPERTY CLAUSE.

PROCEEDS AND PRODUCTS OF COLLATERAL ARE SECURED BY THIS INSTRUMENT. FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS INSTRUMENT.

THE ADDRESSES AND THE SIGNATURES OF THE PARTIES TO THIS INSTRUMENT ARE STATED ON PAGES 54-59.

THIS INSTRUMENT WAS PREPARED BY ANDREW R. JAMERSON, JR., ATTORNEY, RURAL UTILITIES DIVISION, OFFICE OF THE GENERAL COUNSEL, U.S. DEPARTMENT OF AGRICULTURE, WASHINGTON, D. C. 20250-1400.

  
Andrew R. Jamerson, Jr.

No. \_\_\_\_\_

RESTATED AND CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT, dated as of the 2nd day of January, 2004, made by and among EAST KENTUCKY POWER COOPERATIVE, INC., (formerly known as East Kentucky Rural Electric Cooperative Corporation, and hereinafter called the "Mortgagor"), a corporation existing under the laws of the Commonwealth of Kentucky, as mortgagor and debtor, UNITED STATES OF AMERICA (hereinafter called the "Government") acting through the Administrator of the Rural Utilities Service (successor to Rural Electrification Administration, and hereinafter called "RUS"), as mortgagee and secured party, and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia, as mortgagee and secured party (the Government and CFC being hereinafter sometimes individually called a "Mortgagee" and, together, the "Mortgagees").

WHEREAS, pursuant to Public Law No. 103-354, the Rural Utilities Service is the successor to the Rural Electrification Administration, and the Administrator of the Rural Utilities Service is the successor to the Administrator of the Rural Electrification Administration; and

WHEREAS, the Mortgagor, for value received, has duly authorized and executed, and has delivered to the Government or has assumed the payment of, the Outstanding RUS Notes (as hereinafter defined); and

WHEREAS, the Mortgagor, for value received, has duly authorized and executed, and has delivered to CFC, the Outstanding CFC Type I Notes, the Outstanding CFC Type IIA Notes and the Outstanding CFC Type IIPC Notes (each as hereinafter defined); and

WHEREAS, the Outstanding RUS Notes, the Outstanding CFC Type I Notes, the Outstanding CFC Type IIA Notes and the Outstanding CFC Type IIPC Notes are secured by the RUS Mortgage (as hereinafter defined); and

WHEREAS, the Mortgagor has determined to borrow additional funds from Federal Financing Bank, such funds to be evidenced by Current RUS Notes (as hereinafter defined); and

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WHEREAS, the Mortgagor has duly authorized, executed and delivered to RUS, or is about to duly authorize, execute and deliver to RUS, the Current RUS Notes; and

WHEREAS, the Mortgagor, the Government and CFC desire to amend, supplement, consolidate and restate the existing RUS Mortgage in order, among other things, to secure the Current RUS Notes under the RUS Mortgage equally and ratably with the Outstanding RUS Notes, the Outstanding CFC Notes and the Additional Notes (each as hereinafter defined); and

WHEREAS, the Mortgagor, the Government and CFC acknowledge and agree that it is their intent to continue the lien and lien priority of the existing RUS Mortgage, and not to satisfy or discharge that lien; and

WHEREAS, the changes in the RUS Mortgage which the parties thereto and hereto have effected or desire now to effect make desirable the amending, consolidating and restating of each of the instruments constituting the RUS Mortgage in its entirety; and

WHEREAS, the Government and CFC are authorized to enter into this Restated and Consolidated Mortgage and Security Agreement; and

WHEREAS, all acts, things and conditions prescribed by law and by the articles of incorporation of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make this Restated and Consolidated Mortgage and Security Agreement a valid and binding mortgage in accordance with its terms, and to the extent that any of the property described or referred to herein is governed by the provisions of the Uniform Commercial Code (as hereinafter defined) of any state, the parties hereto desire that this Restated and Consolidated Mortgage and Security Agreement be regarded as a "security agreement" and as a "financing statement" for said security agreement under the Uniform Commercial Code.

NOW, THEREFORE, this Restated and Consolidated Mortgage and Security Agreement

W I T N E S S E T H:

That the parties hereto do agree as follows:

## ARTICLE I

### DEFINITIONS

In addition to the terms elsewhere defined in this Restated and Consolidated Mortgage and Security Agreement, the terms defined in this Article I shall have the meanings herein specified, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular and the singular as well as the plural.

Account Number of the Uniform System of Accounts means such Account Number included in the Uniform System of Accounts as in effect on the date hereof, or any other Account Number which may be thereafter prescribed with respect to the information contemplated by the Account Number herein specified; or, if no such Account Number shall be applicable after such date to the accounts of the Mortgagor for such information, such reference shall apply to the corresponding information otherwise determined in an appropriate manner.

Accounting Requirements means the requirements of the system of accounts prescribed by RUS so long as RUS is the holder of any Note; provided, however, that if the Borrower is specifically required by FERC to employ the system of accounts prescribed by FERC, then Accounting Requirements means the system of accounts prescribed by FERC; provided further, however, that if RUS is not a holder of any Note or, if a holder, RUS does not prescribe a system of accounts applicable to the Borrower, and the Borrower is not specifically required by FERC to employ the system of accounts prescribed by FERC or FERC does not prescribe a system of accounts applicable to the Borrower, then Accounting Requirements means the requirements of generally accepted accounting principles applicable to similar entities conducting business similar to that of the Borrower. Generally accepted accounting principles refers to a common set of accounting standards and procedures that are either promulgated by an authoritative accounting rulemaking body or accepted as appropriate due to wide-spread application in the United States.

Act means the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq.).

Additional CFC Notes means Additional CFC Type IIA Notes and Additional CFC Type IIPC Notes (each as hereinafter defined).

Additional CFC Type IIA Notes means additional notes and refunding, renewal, and substitute notes which may from time to time be executed and delivered by the Mortgagor to CFC with respect to which the Government shall have given prior written approval to be secured as CFC Type IIA Notes in accordance with Section 3.01 hereof.

Additional CFC Type IIPC Notes means additional notes and refunding, renewal, and substitute notes which may from time to time be executed and delivered by the Mortgagor to CFC with respect to which the Government shall have given prior written approval to be secured as CFC Type IIPC Notes in accordance with Section 3.01 hereof.

Additional Notes means Additional CFC Notes and Additional RUS Notes.

Additional RUS Notes means all additional notes and refunding, renewal, and substitute notes which may from time to time be executed and delivered by the Mortgagor to the Government to evidence indebtedness created by loans made or guaranteed by the Government pursuant to the Act.

Administrator means the Administrator of RUS or his or her duly authorized representative, or any other person or authority in whom may be vested the duties and functions which the Administrator is now or may hereafter be authorized by law to perform.

Business Day means any day that RUS and the Department of the Treasury are both open for business.

CFC-Company Agreements means those certain agreements, more particularly described in Appendix A hereto, executed by and between the Mortgagor and CFC; any amendments or supplements to any of such agreements which have been approved by the Government, together with any agreements as may hereafter be executed by and between the Mortgagor and CFC which have been approved by the Government in connection with the execution and delivery of Additional CFC Notes in accordance with Section 3.01 hereof.

CFC Financing Agreements means the CFC Type IIPC Financing Agreements.

CFC Guaranty Agreements means the CFC Type IIPC Guaranty Agreements.

CFC Guaranty Note has the meaning specified in Section 7.04 hereof.

CFC Loan Agreements means those certain loan agreements more particularly described in Appendix A hereto, executed by and between the Mortgager and CFC, as they may have been or may be supplemented, amended or restated, which have been approved by the Government together with any agreements which have been approved by the Government.

CFC Notes means the Outstanding CFC Notes and the Additional CFC Notes.

CFC Type IIPC Financing Agreements means those certain financing agreements, agreements of sale, and leases more particularly described in Appendix A hereto, each executed by and between the Mortgager and an issuer of bonds, together with any amendments and supplements thereto heretofore or hereafter executed by the parties thereto and approved by the Government, and any financing agreements, agreements of sale, and leases, and any amendment and supplements thereto, as may hereafter be executed by and between the Mortgager and an issuer of bonds which have been approved by the Government in connection with the execution and delivery of one or more Additional CFC Type IIPC Notes in accordance with Section 3.01 hereof, pursuant to which the respective issuers agree to issue bonds and the Mortgager agrees to pay all amounts becoming due on account of the respective bonds which obligations of the Mortgager are supported in whole or in part by related CFC Type IIPC Guaranty Agreements.

CFC Type IIPC Guaranty Agreements means those certain guaranty agreements more particularly described in Appendix A hereto, entered into in connection with the respective CFC Type IIPC Financing Agreements, each executed either by CFC in favor of a holder or holders of bonds, or by and between CFC and a trustee acting on behalf of the holders of bonds, as the case may be, together with any amendments and supplements thereto, heretofore or

hereafter executed by the parties thereto and approved by the Government, and any guaranty agreements and any amendments and supplements thereto as may hereafter be executed either by CFC in favor of a holder or holders of bonds, or by and between CFC and a trustee acting on behalf of the holders of bonds, as the case may be, which have been approved by the Government in connection with the execution and delivery of one or more Additional CFC Type IIPC Notes in accordance with Section 3.01 hereof, pursuant to which CFC guarantees payment of certain amount becoming due with respect to the bonds.

CFC Type IIPC Notes means the Outstanding CFC Type IIPC Notes and the Additional CFC Type IIPC Notes.

Contemporaneous Loan means a loan made pursuant to a loan agreement or agreements providing for a loan or loans secured by this Mortgage, the making of which by either the Government or CFC is conditioned upon the making of a loan, therein described, by the other lender.

Current RUS Notes means the notes more particularly described in Appendix A hereto, heretofore or about to be executed and delivered by the Mortgagor to the Government to evidence obligations to the Government on account of loans made or guaranteed by the Government.

Debt Service Coverage Ratio (DSC) means the ratio determined as follows: for each calendar year the total of (i) Net Patronage Capital or Margins of the Mortgagor, (ii) Interest on Long-Term Debt of the Mortgagor, provided, however, that in computing Interest on Long-Term Debt, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3 of the rentals of Restricted Property under Long-Term Leases paid by the Mortgagor, in excess of 2% of the net of the Mortgagor's Total Margins and Equities less Regulatory Assets, and (iii) Depreciation and Amortization Expense of the Mortgagor, and dividing the total so obtained by an amount equal to the sum of all payments of principal and interest required to be made on account of Total Long-Term Debt during such calendar year; provided, however, that in computing this sum, there shall be added to interest expenses, to the extent not otherwise included, an amount equal to 33-1/3% of the rentals of Restricted Property under Long-Term Leases paid by the

Mortgagor, in excess of 2% of the net of the Mortgagor's Total Margins and Equities less Regulatory Assets.

Depreciation and Amortization Expense means an amount constituting the depreciation and amortization of the Mortgagor determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Distributions has the meaning specified in Section 4.16 hereof.

Equity means the aggregate of Margins and Equities and Subordinated Indebtedness.

Events of Default has the meaning specified in Section 5.01 hereof.

FERC means the Federal Energy Regulatory Commission, or any agency or other governmental body succeeding to the functions thereof.

Fiscal Date has the meaning specified in Section 4.12 hereof.

Interest Expense means an amount constituting the interest expense of the Mortgagor determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Interest on Long-Term Debt means an amount constituting the Interest Expense on Long-Term Debt.

Long-Term Debt means any amount included in Total Long-Term Debt.

Long-Term Leases means leases having unexpired terms (taking into account terms of renewal at the option of the lessor, whether or not such leases have been renewed) of more than 12 months.

Margins and Equities means margins and equities determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Maximum Debt Limit means the amount more particularly described in Appendix A hereto.

Mortgage has the meaning specified in Section 2.01 hereof.

Mortgaged Property has the meaning specified in Section 2.02 hereof.

Net Patronage Capital or Margins means an amount constituting the net patronage capital or margins of the Mortgagor determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Note or Notes means one or more of the CFC Notes, the RUS Notes, and any other notes which may, from time to time, be secured under this Mortgage.

Noteholder or Noteholders means one or more of the holders of Notes secured by this Mortgage.

Outstanding CFC Notes means the Outstanding CFC Type I Notes, the Outstanding CFC Type IIA Notes, and the Outstanding CFC Type IIPC Notes.

Outstanding CFC Type I Notes means the note or notes more particularly described in Appendix A hereto, delivered by the Mortgagor to CFC to evidence obligations of the Mortgagor under certain of the CFC-Company Agreements.

Outstanding CFC Type IIA Notes means the note or notes more particularly described in Appendix A hereto, delivered by the Mortgagor to CFC to evidence obligations of the Mortgagor under certain of the CFC-Company Agreements.

Outstanding CFC Type IIPC Notes means the note or notes more particularly described in Appendix A hereto, delivered by the Mortgagor to CFC to evidence obligations of the Mortgagor under certain of the CFC-Company Agreements.

Outstanding Notes means the Outstanding CFC Notes and the Outstanding RUS Notes.

Outstanding RUS Notes means the note or notes more particularly described in Appendix A hereto, delivered by the Mortgagor to the Government to evidence loans made or guaranteed by the Government pursuant to the Act and the RUS Loan Agreement.

Permitted Encumbrances means any liens for taxes, assessments or governmental charges for the current year and taxes, assessments or governmental charges not delinquent and any such lien, whether or not delinquent, whose validity is at the time being contested in good faith by appropriate proceedings and with respect to which the Mortgagor shall have set aside on its books adequate reserves; liens for workers' compensation awards and similar obligations not then delinquent; carriers', warehousemen's, mechanics', laborers', materialmen's and similar liens not then delinquent, and any such liens, whether or not delinquent, whose validity is at the time being contested in good faith; liens and charges incidental to construction or current operation which have not been filed or asserted or the payment of which has been adequately secured or which are insignificant in amount; liens, securing obligations not assumed by the Mortgagor and on account of which it does not pay and does not expect to pay interest, existing upon real estate (or rights in or relating to real estate) over or in respect of which the Mortgagor has a right-of-way or other easement for substation, transmission, distribution or other right-of-way purposes; any right which the United States of America or any state or municipality or governmental body or agency may have by virtue of any franchise, license, contract or statute to purchase, or designate a purchaser of, or order the sale of, any property of the Mortgagor upon payment of reasonable compensation therefor, or upon reasonable compensation or conditions to terminate any franchise, license or other rights before the expiration date thereof or to regulate the property and business of the Mortgagor; attachment or judgment liens covered by insurance, or upon appeal and covered by bond; deposits or pledges to secure payment of workers' compensation, unemployment insurance, old age pensions or other social security; deposits or pledges to secure performance of bids, tenders, contracts (other than contracts for the payment of borrowed money), leases, public or statutory obligations, surety or appeal or performance bonds, and other deposits or pledges for purposes of like general nature in the ordinary course of business; easements or reservations in respect to any property for the purpose of transmission and distribution lines and rights-of-way and similar purposes, zoning ordinances, regulations, reservations, restrictions, servitudes, covenants, party wall agreements, conditions of record and other encumbrances (other than to secure the payment of money), none of which, singly or in the aggregate, in the opinion of counsel to the Mortgagor, is such as to interfere in any material respect with the proper operation of the property

affected thereby; the burdens of any law or governmental organization or permit requiring the Mortgagor to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any public land or any river, stream or other waters or relating to environmental matters; any lien or encumbrance for the discharge of which moneys have been deposited in trust with a proper depository to apply such moneys to the discharge of such lien or encumbrances; with respect to the Mortgaged Property any exceptions, reservations and other matters which are of record on the date hereof, provided that such matters do not materially impair the use of such property and, with respect to any property which the Mortgagor may hereafter acquire, any terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments under which the Mortgagor shall hereafter acquire the same, none of which materially impairs or will impair the property to which the same relates or the operation thereof by the Mortgagor; any lien reserved as security for rent or compliance with other provisions of the lease in case of any leasehold estate; and purchase money mortgages and liens, charges and encumbrances upon property existing at the time of acquisition thereof by the Mortgagor; and shall specifically include this Mortgage.

Prudent Utility Practice means any of the practices, methods and acts which, in the exercise of reasonable judgment, in light of the facts, including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior thereto, known at the time the decision was made, would have been expected to accomplish the desired result consistent with cost-effectiveness, reliability, safety, and expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather is a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with cost-effectiveness, reliability, safety and expedition.

Regulatory Assets means the sum of any amounts properly recordable as unrecovered plant and regulatory study costs or as other regulatory assets determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Restricted Property means all properties of the Mortgagor other than automobiles, trucks, trailers, tractors, other vehicles (including, without limitation, aircraft, railcars, towboats, tugboats, barges, vessels, and ships), office, garage and warehouse space and office equipment (including, without limitation, computers).

RUS Form 12a means the 12-02 revision (or the revision of any other date which may be specified by RUS) of such RUS Form 12a (such form is the successor to and the same as REA Form 12a) or any later revision thereof which shall have been at the time prescribed for use by RUS. If some other form containing the corresponding information shall at the time be prescribed by RUS, such reference shall apply to the corresponding item in such other form, or, if no such form is applicable to the accounts of the Mortgagor, such reference shall apply to the corresponding information otherwise determined in a comparable manner.

RUS Loan Agreement means the loan contract more particularly described in Appendix A hereto, executed by and between the Government and the Mortgagor, as it may hereafter be supplemented, amended or restated, together with any contract under which the Government has or may hereafter guarantee, pursuant to the Act, the repayment by the Mortgagor of a loan or loans made by a third party or parties to the Mortgagor.

RUS Mortgage means, collectively, the mortgages and security agreements more particularly described in Appendix A hereto, made by and among the Mortgagor, the Government acting through the Administrator, or his or her predecessor, and CFC, as amended, consolidated and restated hereby and as subsequently amended, supplemented or restated.

RUS Notes means the Outstanding RUS Notes, the Current RUS Notes and the Additional RUS Notes.

RUS Regulations means regulations of general applicability published by RUS from time to time as they exist on the date of applicability thereof, and shall also include any regulations of other federal entities which RUS is required by law to implement.

Subordinated Indebtedness means secured indebtedness of the Mortgagor, payment of which shall be subordinated to the prior

payment of the Notes by subordination agreement in form and substance satisfactory to the Two-Thirds Noteholders.

Times Interest Earned Ratio (TIER) means the ratio determined as follows: for each calendar year the total of (i) Net Patronage Capital or Margins of the Mortgagor, and (ii) Interest on Long-Term Debt of the Mortgagor, divided by the total so obtained by Interest on Long-Term Debt of the Mortgagor; provided, however, that in computing Interest on Long-Term Debt, there shall be added, to the extent not otherwise included, an amount equal to 33-1/3% of the rentals of Restricted Property under Long-Term Leases paid by the Mortgagor, in excess of 2% of the net of the Mortgagor's Total Margins and Equities less Regulatory Assets.

Total Assets means an amount constituting total assets of the Mortgagor as computed pursuant to Accounting Requirements.

Total Long-Term Debt means an amount constituting the total long-term debt of the Mortgagor determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Total Margins and Equities means an amount constituting the total Margins and Equities of the Mortgagor determined in accordance with Accounting Requirements and reported on RUS Form 12a.

Total Utility Plant means an amount constituting the total utility plant of the Mortgagor determined in accordance with Accounting Requirements and reported on RUS Form 12a.

25% Noteholders means the holder or holders of not less than 25% in principal amount of the Notes at the time unpaid and outstanding.

Two-Thirds Noteholders means the holder or holders of not less than 66-2/3% in principal amount of Notes at the time unpaid and outstanding, which holders shall include the Government so long as it is a holder of any Notes at the time unpaid and outstanding.

Uniform Commercial Code means the Uniform Commercial Code of any applicable state.

Uniform System of Accounts means the Uniform System of Accounts prescribed by RUS for its Electric Borrowers as such system exists on the date of applicability.

Accounting terms not defined above are used in this Mortgage in their ordinary sense and any computations relating to such terms shall be computed in accordance with Accounting Requirements.

## ARTICLE II

### SECURITY

SECTION 2.01. Consolidation of RUS Mortgage. The RUS Mortgage is hereby amended, supplemented and consolidated to read, in its entirety from and after the date of execution of this Restated and Consolidated Mortgage and Security Agreement (the RUS Mortgage, as amended, supplemented and consolidated hereby, being hereinafter called this "Mortgage"), as set forth herein.

SECTION 2.02. Granting Clause. In order to secure the payment of the principal of and interest on the Notes, according to their tenor and effect, and further to secure the due performance of the covenants, agreements and provisions contained in this Mortgage, the RUS Loan Agreement, the CFC Loan Agreements and the CFC-Company Agreements, and to declare the terms and conditions upon which the Notes are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagees, and their respective assigns, all and singular the following-described property (hereinafter sometimes called the "Mortgaged Property"):

#### I

All right, title and interest of the Mortgagor in and to the electric generating plants and facilities and electric transmission and distribution lines and facilities now owned by the Mortgagor and located in the Counties identified in Appendix B hereto or hereafter constructed or acquired by the Mortgagor, wherever

located, and in and to all extensions and improvements thereof and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, pollution control equipment machinery, tools, supplies, switching and other equipment, railroads, microwave systems, caissons, tunnels and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith, and including, without limitation, the property described in Appendix B hereto;

## II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

## III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, allowances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged;

## IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, corporation or governmental body or agency providing for the purchase, sale, exchange or transmission of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor, including, without limitation, the accounts, contract rights and general intangibles described in Appendix B hereto;

V

All right, title and interest of the Mortgagor in, to and under all personal property and fixtures of every kind and nature, including without limitation all goods (such as inventory, equipment and any accessions thereto), instruments (such as promissory notes or chattel paper, electronic or otherwise), documents, accounts (such as deposit accounts or trust accounts pursuant hereto or to a loan agreement), letter-of-credit rights, investment property (such as certificated and uncertificated securities or security entitlements and accounts), software, general intangibles (such as payment intangibles), supporting obligations, contract rights or rights to the payment of money, insurance claims, and proceeds (as such terms are presently and hereafter defined in the Uniform Commercial Code; provided, however, that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code rather than Article 3).

VI

All right, title and interest of the Mortgagor in, to and under any and all agreements, leases or contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm or corporation relating to the Mortgaged Property (including contracts for the lease, occupancy or sale of the Mortgaged Property, or any portion thereof); and

VII

All right, title and interest of the Mortgagor in, to and under any and all books, records and correspondence relating to the Mortgaged Property, including, but not limited to, all records,

ledgers, leases and computer and automatic machinery software and programs, including, without limitation, programs databases, disc or tape files and automatic machinery printouts, runs and other computer prepared information indicating, summarizing, evidencing or otherwise necessary or helpful in the collection of or realization on the Mortgaged Property.

Together with all tolls, rents, income, revenues, profits, proceeds, products and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as provided in Section 4.13 hereof, no automobiles, trucks, trailers, tractors or other vehicles (including, without limitation, aircraft, towboats, tugboats, barges, vessels, railcars or ships, if any) owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagees and their respective assigns forever, to secure equally and ratably the payment of the principal of and interest on the Notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any Note over any other Note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of the covenants, agreements and provisions herein and contained in the RUS Loan Agreement, the CFC Loan Agreements and the CFC-Company Agreements, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

### ARTICLE III

#### ADDITIONAL NOTES

SECTION 3.01. Additional Notes Secured by this Mortgage. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time (1) execute and deliver to the Government one or more Additional RUS Notes and (2) execute and deliver to CFC one or more Additional CFC Notes. The

Mortgagor, when authorized by resolution or resolutions of its board of directors, may also from time to time execute and deliver one or more Additional Notes to refund any Note or Notes at the time outstanding and secured hereby, or in renewal of, or in substitution for, any such outstanding Note or Notes. Additional Notes shall contain such provisions and shall be executed and delivered upon such terms and conditions as the board of directors of the Mortgagor in the resolution or resolutions authorizing the execution and delivery thereof and the relevant lender shall prescribe; provided, however, that the Notes and other obligations at any one time secured hereby shall not exceed in the aggregate principal amount the Maximum Debt Limit, and no Note shall mature more than 50 years after the date of this Mortgage.

No Additional CFC Notes shall be secured by this Mortgage without the prior written approval thereof by the Government. The determination of whether any Additional CFC Note to be secured by this Mortgage shall be so secured as a CFC Type IIA Note or a CFC Type IIPC Note shall be made by the Government at the time of such approval.

SECTION 3.02. Supplemental Mortgages to Confirm Security. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record and file mortgages supplemental to this Mortgage, which thereafter shall form a part hereof, for the purpose of formally confirming this Mortgage as security for the Notes. Nothing herein contained shall require the execution and delivery by the Mortgagor of a supplemental mortgage in connection with the issuance hereunder or the securing hereby of Notes except as hereinafter provided in Section 4.13 hereof.

#### ARTICLE IV

##### PARTICULAR COVENANTS OF THE MORTGAGOR

The Mortgagor covenants with the Mortgagees and Noteholders and each of them as follows:

SECTION 4.01. Authority to Execute and Deliver Notes and Mortgage; All Action Taken; Enforceable Obligations. The Mortgagor is duly authorized under its articles of incorporation and by-laws

and the laws of the State of its incorporation and all other applicable provisions of law to execute and deliver the Outstanding Notes, the Current RUS Notes and this Mortgage, and, upon authorization by its Board of Directors, to execute and deliver Additional Notes; all corporate action on its part for the execution and delivery of the Outstanding Notes, the Current RUS Notes and this Mortgage has been duly and effectively taken; and the Outstanding Notes, the Current RUS Notes and this Mortgage are, or when executed and delivered will be, the valid and enforceable obligations of the Mortgagor in accordance with their respective terms.

SECTION 4.02. Authority to Mortgage Property; No Liens; Exceptions for Permitted Encumbrances; Mortgagor to Defend Title and Remove Liens. The Mortgagor warrants that it has good right and lawful authority to mortgage the property described in the Granting Clause of this Mortgage for the purposes herein expressed, and that the said property is free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto, except the lien of this Mortgage and Permitted Encumbrances. Except as to Permitted Encumbrances, the Mortgagor will, so long as any of the Notes shall be outstanding, maintain and preserve the lien of this Mortgage superior to all other liens affecting the Mortgaged Property, and will forever warrant and defend the title to the property described as being mortgaged hereby to the Mortgagees against any and all claims and demands whatsoever. Except as to Permitted Encumbrances, the Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon any of the Mortgagor's property (whether taxed to the Mortgagor or to any Noteholder), or the franchises, earnings or business of the Mortgagor, as and when the same shall become due and payable, and whenever called upon so to do the Mortgagor will furnish to the Mortgagees or to any Noteholder adequate proof of such payment or discharge; provided, however, that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Mortgagor is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

SECTION 4.03. No Encumbrances on Property; Exceptions for Parity Lien in favor of Another Lender. (a) Except to secure loans to the Mortgagor, or to a third party or parties the obligation of which is assumed by the Mortgagor, made or guaranteed by the Government or made by CFC, in each case in the manner specified in Section 3.01 hereof, the Mortgagor will not, so long as the CFC Type I Notes are unpaid and outstanding, without the consent in writing of the Government and of CFC, charge, assign, pledge, mortgage or otherwise encumber any of its property, real or personal, tangible or intangible, wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, but in no event contrary to the provisions of Section 4.02 hereof, except that, in the event the Mortgagor shall have duly applied for a loan from CFC which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor and CFC shall not have approved such application on or prior to the later of (i) 30 days after receipt by CFC of said approval and determination by the Government or (ii) 60 days after receipt by CFC, the Mortgagor may, without the consent of CFC, obtain a commitment for such loan from another lender(s) and agree, if the Government consents thereto, to encumber its property by amending this Mortgage to secure equally and ratably with the Notes in the manner prescribed by the Government, the evidence of such loan from such other lender or lenders under this Mortgage, and the Mortgagees will consent to and execute and deliver an amendment to this Mortgage, or such other instrument as may be appropriate, in order to secure such note or notes of such lender(s) under this Mortgage; provided, however, that the Mortgagor shall, on a pro forma basis after taking into account the terms and conditions of such loan, meet each of the financial and operating standards at the time imposed by CFC for the making of a secured loan of comparable maturity to its members; provided further, that by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive no greater rights or powers than those granted to CFC; and provided further, that any such amendment to this Mortgage and any charge, assignment, pledge, mortgage or other encumbrance incurred pursuant to this Section 4.03 shall comply with the indenture dated as of December 1, 1972, between CFC and Manufacturers Hanover Trust Company, as trustee, as the same shall have been or will supplemented, amended or restated.

(b) Except to secure loans to the Mortgagor, or to a third party or parties the obligation of which is assumed by the

Mortgagor, made or guaranteed by the Government or made by CFC, the Mortgagor will not, after the CFC Type I Notes shall have been paid and discharged, without the consent in writing of the Government, charge, assign, pledge, mortgage or otherwise encumber any of its property, real or personal, tangible or intangible, wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, but in no event contrary to the provisions of Section 4.02 hereof; provided, however, that when there shall be no principal advanced and unpaid under any CFC Type I Notes, in the event the Mortgagor shall have duly applied for a loan from another lender or lenders which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor, then the Mortgagor may obtain a commitment for such loan from such other lender or lenders and agree, if the Government consents thereto, to so encumber its property by amending this Mortgage to secure under this Mortgage, in such manner as the Government shall prescribe, the evidence of such loan from such other lender or lenders, and in such event the Mortgagees will consent to and execute and deliver an amendment to this Mortgage, or such other instrument as may be appropriate, in order to secure such Note or Notes of such other lender or lenders under this Mortgage; and provided, further, that by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive no greater rights or powers than those granted to CFC, except that such other lender or lenders may receive greater rights and powers with the consent in writing of the Government and CFC, but in no event greater rights or powers than those granted to CFC under this Mortgage during such times as there are amounts unpaid and outstanding under any CFC Type I Note.

SECTION 4.04. Payment of Notes; Prepayments. The Mortgagor will duly and punctually pay the principal of, interest on, and any and all other amounts payable under the Notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due thereunder and hereunder. The Mortgagor may at any time make pre-payments, on account of all or part of the principal of the Notes, to the extent and in the manner therein and as set forth in the RUS Loan Agreement and the CFC-Company Agreements or CFC Loan Agreements; provided, however, that (i) any prepayment of any of the CFC Notes shall be accompanied by a simultaneous pro rata prepayment of each of the RUS Notes issued in connection with such CFC Note as a result of a Contemporaneous Loan, all as hereinafter

set forth, and (ii) any prepayment of any of the RUS Notes shall be accompanied by a simultaneous pro rata prepayment of each of the CFC Notes issued in connection with such RUS Note as a result of a Contemporaneous Loan, all as hereinafter set forth (at the premium, if any, prescribed in the respective CFC Loan Agreement). Prepayments which are required to be apportioned between CFC Notes on the one hand and the RUS Notes on the other hand under the above proviso shall be apportioned according to the proportions which the aggregate unpaid principal amount of such CFC Notes and the aggregate unpaid principal amount of such RUS Notes, respectively, bear to the aggregate unpaid principal amount of such CFC Notes and RUS Notes, collectively, on the date of prepayment and shall be applied to such Notes and installments thereof as may be designated by the respective Noteholders at the time of any such prepayment. For purposes of this Section 4.04, the term "RUS Notes" shall not be deemed to include Notes which refund, renew or are in substitution for Outstanding RUS Notes.

SECTION 4.05. Preservation of Corporate Existence and Franchises; Compliance with Laws; Limitations on Mergers and Transfers of Capital Assets. (a) The Mortgagor will at all times, so long as any of the Notes shall be outstanding, take or cause to be taken all such action as from time to time may be necessary to preserve its corporate existence and to preserve and renew all franchises, rights of way, easements, allowances, permits and licenses now or hereafter to it granted or upon it conferred, and will comply with all valid laws, ordinances, regulations and requirements applicable to it or its property.

(b) The Mortgagor will not, so long as any CFC Type I Notes shall remain unpaid and outstanding, (1) without the approval in writing of the Government, consolidate with or merge into any other corporation or permit any other corporation to merge into the Mortgagor or acquire all or substantially all of the business or assets of another corporation if such acquisition is analogous in purpose or effect to a merger or consolidation, and (2) so consolidate or merge or permit any such merger or so acquire any such business or assets without the approval in writing of CFC unless the Corporation surviving such transaction shall have assumed the obligation for the Mortgagor under the Notes, the RUS Loan Agreement, the CFC Loan Agreements and hereunder pursuant to an assumption agreement satisfactory as to compliance with the conditions of this Section 4.05 to both the Mortgagees and unless

the Mortgagor and such other corporation, on a Pro forma combined basis have (i) a TIER of not less than 1.05 and (ii) a ratio of total pro forma combined Equity to total pro forma combined assets and debits at least equal to the lesser of (a) two to five or (b) the ratio of the total Equity of the Mortgagor immediately prior to said transaction to its Total Assets and debits immediately prior thereto (Equity to be computed in accordance with the provisions of Section 4.16 hereof), and (3) without the approval in writing of the Two-Thirds Noteholders, sell, lease or transfer (or make any agreement therefor) any capital asset, unless the fair market value of such asset is less than \$50,000 and the aggregate value of assets so sold, leased or transferred in any 12-month period is less than \$200,000 and the proceeds of such sale, lease or transfer, less ordinary and reasonable expenses incident to such transaction, are immediately (i) applied as a prepayment of the Notes, pro rata according to the aggregate unpaid principal amount of the Notes, to such installments thereof as may be designated by the respective Noteholders at the time of any such prepayment, (ii) in the case of dispositions of equipment, materials or scrap, applied to the purchase of other property useful in the Mortgagor's business, not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the lien of this Mortgage, or (iii) set aside as a deposit in the construction fund contemplated by Account Number 131.2 of the Uniform System of Accounts.

(c) The Mortgagor will not, after the CFC Type I Notes shall have been paid and discharged, (1) consolidate with or merge into any other corporation or permit any other corporation to merge into the Mortgagor or acquire all or substantially all of the business or assets if such acquisition is analogous in purpose or effect to a merger or consolidation, (2) without the written approval of the Two-Thirds Noteholders, so consolidate or merge or permit any such merger or so acquire all or substantially all of the business or assets of another corporation if such acquisition is analogous in purpose or effect to a merger; provided, that the consent of the Two-Thirds Noteholders is not required when the corporation surviving such transaction shall have assumed the payment of the Notes and the performance of the Mortgagor's covenants in this Mortgage, the RUS Loan Agreement, CFC Loan Agreements, CFC-Company Agreements and CFC Financing Agreements, and (2) without the approval in writing of the Two-

Thirds Noteholders, sell, lease or transfer (or make any agreement therefor) any capital asset, unless the fair market value of such asset is less than \$50,000 and the aggregate value of assets so sold, leased or transferred in any 12-month period is less than \$200,000 and the proceeds of such sale, lease or transfer, less ordinary and reasonable expenses incident to such transaction, are immediately (i) applied as a prepayment of the Notes, pro rata according to the aggregate unpaid principal amount of the Notes, to such installments thereof as may be designated by the respective Noteholders at the time of any such prepayment, (ii) in the case of dispositions of equipment, materials or scrap, applied to the purchase of other property useful in the Mortgagor's business, not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the lien of this Mortgage or (iii) set aside as a deposit in the construction fund contemplated by Account Number 131.2 of the Uniform System of Accounts.

SECTION 4.06. Maintenance of Mortgaged Property. (a) The Mortgagor will at all times maintain and preserve the Mortgaged Property and each and every part and parcel thereof in good repair, working order and condition and in compliance, in all material respects, with all applicable laws, regulations and orders, and will from time to time make all needful and proper repairs, renewals and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its plant and properties in necessary continuous operating condition and use all reasonable diligence to furnish the consumers served by it through the Mortgaged Property, or any part thereof, with an adequate supply of electric energy and other services furnished by the Mortgagor. If any substantial part of the Mortgaged Property is leased by the Mortgagor to any other party, the lease agreement between the Mortgagor and the lessee shall obligate the lessee to comply with the provisions of subsections (a) and (b) of this Section 4.06 in respect of the leased facilities and to permit the Mortgagor to operate the leased facilities in the event of any failure by the lessee to so comply.

(b) If in the sole judgment of any Mortgagee the Mortgaged Property is not being maintained and repaired in accordance with paragraph(a) of this Section 4.06, such Mortgagee may send to the Mortgagor a written report of needed improvements and the Mortgagor will upon receipt of such written report promptly undertake to

accomplish such improvements.

(c) The Mortgagor further agrees that upon reasonable written request of any Mortgagee, which request together with the requests of any other Mortgagee shall be made no more frequently than once every three years, the Mortgagor will supply promptly to each Mortgagee a certification (hereinafter called the "Engineer's Certification"), in form satisfactory to the requestor, prepared by a professional engineer, who shall be satisfactory to the Mortgagees, as to the condition of the Mortgaged Property. If in the sole judgment of any Mortgagee the Engineer's Certification discloses the need for improvements to the condition of the Mortgaged Property or any other operations of the Mortgagor, such Mortgagee may send to the Mortgagor a written report of such improvements and the Mortgagor will upon receipt of such written report promptly undertake to accomplish such of these improvements as are required by such Mortgagee.

SECTION 4.07. Purchase of Property Free of Liens; Limitation on Long-Term Leases. (a) So long as any CFC Type I Notes shall remain unpaid and outstanding, except as specifically authorized in writing in advance by the Mortgagees, and subject in all events to the provisions of Section 4.02, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright, and not subject to any conditional sales agreement, chattel mortgage, bailment, lease, or other agreement reserving to the seller any right, title or lien. The Mortgagor will not, without the approval in writing of both Mortgagees, become or be obligated under Long-Term Leases for the rental from others of Restricted Property if the aggregate amount of rentals thereunder accrued or which may accrue during any period of 12 calendar months shall exceed 2% of the Equity of the Mortgagor at the time any determination of such rental obligations is made hereunder.

(b) After the CFC Type I Notes shall have been paid and discharged, subject in all events to the provisions of Section 4.02, and except as specifically authorized in writing in advance by the Government, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright, and not subject to any conditional sales agreement, chattel mortgage, bailment, lease, or other agreement reserving to the seller any right, title or

lien. After the CFC Type I Notes shall have been paid and discharged, the Mortgagor will not, without the approval in writing of the Government, become or be obligated under Long-Term Leases for the rental from others of Restricted Property if the aggregate amount of rentals thereunder accrued or which may accrue during any period of 12 calendar months shall exceed 2% of the Equity of the Mortgagor at the time any determination of such rental obligations is made hereunder.

SECTION 4.08. Insurance; Restoration of Damaged Mortgaged Property. (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the classes and amounts of insurance in conformance with generally accepted utility industry standards for such classes and amounts of coverages of utilities of the size and character of the Mortgagor and consistent with Prudent Utility Practice.

(b) The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities having jurisdiction, and with respect to insurance upon any part of the Mortgaged Property, shall provide that the insurance shall be payable to the Mortgagees as their interests may appear by means of the standard mortgagee clause without contribution, including standard RUS endorsements and riders used by the insurance industry to provide coverage for RUS borrowers. Each policy or other contract for such insurance shall contain an agreement by the insurer that, notwithstanding any rights of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 30 days after written notice to the Mortgagees of cancellation.

(c) In the event of damage to or the destruction or loss of any portion of the Mortgaged Property which is used or useful in the Mortgagor's business and which shall be covered by insurance, unless the Government, and so long as any CFC Type I Note shall remain unpaid and outstanding, CFC, shall otherwise agree, the Mortgagor shall replace or restore such damaged, destroyed or lost portion so that the Mortgaged Property shall be in substantially the same condition as it was in prior to such damage, destruction or loss, and shall apply the proceeds of the insurance for that purpose; provided, however, that in the event the Mortgagor, with agreement therefor by the Government and, so long as any CFC Type I Note shall remain unpaid and outstanding, by CFC, shall not so

replace or restore such damaged, destroyed or lost portion of the Mortgaged Property, the Mortgagor shall apply the proceeds of the insurance as a ratable prepayment of or on account of the unpaid principal of the Notes, to such installments thereof as may be designated by the respective Noteholders at the time of any such payment. The Mortgagor shall replace the loss or shall commence such restoration promptly after such damage, destruction or loss shall have occurred and shall complete such replacement or restoration as expeditiously as practicable, and shall pay or cause to be paid out of the proceeds of such insurance all costs and expenses in connection therewith so that such replacement or restoration shall be so completed that the portion of the Mortgaged Property so replaced or restored shall be free and clear of all mechanics' liens and other claims.

(d) Sums recovered under any policy or fidelity bond by the Mortgagor for a loss of funds advanced under the Notes or recovered by a Mortgagee or any Noteholder for any loss under such bond or policy shall, unless applied as provided in the preceding paragraph, be used to finance construction of utility plant secured or to be secured by this Mortgage, or unless otherwise directed by the Two-Thirds Noteholders, be applied to the prepayment of the Notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such Notes and installments thereof as may be designated by the respective Noteholders at the time of any such prepayment), or to construct or acquire facilities approved by the Two-Thirds Noteholders, which will become part of the Mortgaged Property. At the request of any Mortgagee, the Mortgagor shall exercise such rights and remedies which they may have under such policy or fidelity bond and which may be designated by such Mortgagee, and the Mortgagor hereby irrevocably appoints each Mortgagee as its agent to exercise such rights and remedies under such policy or bond as such Mortgagee may choose, and the Mortgagor shall pay all costs and reasonable expenses incurred by such Mortgagee in connection with such exercise.

SECTION 4.09. Mortgagee's Right to Expend Money to Protect Mortgaged Property. In the event of the failure of the Mortgagor in any respect to comply with the covenants and conditions herein contained with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair and free of liens and other claims or to comply with any other covenant contained in this Mortgage, any

Mortgagee shall have the right (without prejudice to any other rights arising by reason of such default) to advance or expend moneys for the purpose of procuring such insurance, or for the payment of insurance premiums, taxes, assessments or other charges, or to save the Mortgaged Property from sale or forfeiture for any unpaid tax or assessment, or otherwise, or to redeem the same from any tax or other sale, or to purchase any tax title thereon, or to remove or purchase any mechanics' liens or other encumbrance thereon, or to make repairs thereon or to comply with any other covenant herein contained or to prosecute or defend any suit in relation to the Mortgaged Property or in any manner to protect the Mortgaged Property and the title thereto, and all sums so advanced for any of the aforesaid purposes with interest thereon at the highest legal rate, but not in excess of 10% per annum, shall be deemed a charge upon the Mortgaged Property in the same manner as the Notes at the time outstanding are secured and shall be forthwith paid to the Mortgagee making such advance or advances upon demand. It shall not be obligatory for any Mortgagee in making any such advances or expenditures to inquire into the validity of any such tax title, or of any of such taxes or assessments or sales therefor, or of any such mechanics' liens or other encumbrance. A Mortgagee acting hereunder shall not be liable to the Mortgagor, the other Mortgagees or any Noteholder except for losses resulting from gross negligence or wilful misfeasance.

SECTION 4.10. System Extensions and Additions; Operation and Maintenance Contracts; Power Purchases Contracts; Power Sales Contracts; Expenditures for Services; Deposits of Funds. So long as any CFC Type I Notes shall remain unpaid and outstanding, the Mortgagor will not, without the approval in writing of the Government and CFC: (a) construct, make, lease, purchase or otherwise acquire any extensions or additions to its system or enter into any contract therefor, except in accordance with RUS Regulations, RUS Bulletins or other RUS publications; (b) enter into any contract or contracts for the operation or maintenance of all or any part of its property, for the purchase of electric power or energy, for the sale for resale, or for the sale to the ultimate consumer, of electric power and energy for any transmission, interconnection or pooling arrangements, or for the use of others of any of its property except in accordance with RUS Regulations, RUS Bulletins or other RUS publications; or (c) deposit any of its funds, regardless of the source thereof, in any bank or other

depository which is not a member of the Federal Deposit Insurance Corporation, or the successor thereof, or of a Federal Reserve Bank.

After the CFC Type I Notes shall have been paid and discharged, the Mortgagor will not, without the approval in writing of the Government: (a) construct, make, lease, purchase or otherwise acquire any extensions or additions to its system or enter into any contract therefor, except in accordance with RUS Regulations, RUS Bulletins or other RUS publications; (b) enter into any contract or contracts for the operation or maintenance of all or any part of its property, for the purchase of electric power or energy, for the sale for resale, or for the sale to the ultimate consumer, of electric power and energy for any transmission, interconnection or pooling arrangements, or for the use of others of any of its property except in accordance with RUS Regulations, RUS Bulletins or other RUS publications; or (c) deposit any of its funds, regardless of the source thereof, in any bank or other depository which is not a member of the Federal Deposit Insurance Corporation, or the successor thereof, or of a Federal Reserve Bank.

SECTION 4.11. Salaries of Directors, Officers and Employees. The Mortgagor will not pay its directors, as such, any salaries for their services, except such as shall have been approved by the Government; provided that nothing herein contained shall preclude any director from serving the Mortgagor in any other capacity and receiving compensation therefor. Salaries and wages paid officers and employees shall be reasonable and in conformity with the usual practice of corporations of the size and nature of the Mortgagor.

SECTION 4.12. Financial Books; Financial Reports; Mortgagee Right of Inspection. The Mortgagor will at all times keep, and safely preserve, proper books, records and accounts in which full and true entries will be made of all of the dealings, business and affairs of the Mortgagor, in accordance with the methods and principles of accounting prescribed in Accounting Requirements. The Mortgagor will prepare and furnish each of the Mortgagees not later than the 20th day of each month, or at less frequent intervals when specified by any such Mortgagee, financial and statistical reports on its condition and operations. Such reports shall be in such form and include such information as may be specified by such Mortgagee, including, without limitation, an

analysis of the Mortgagor's revenues, expenses and consumer accounts. The Mortgagor will cause to be prepared and furnished to each of the Mortgagees at least once during each 12-month period during the term hereof, a full and complete report of its financial condition as of a date (hereinafter called the "Fiscal Date") not more than 90 days prior to the date such report is furnished to the Mortgagees hereunder, and of its operations for the 12-month period ended on the Fiscal Date, in form and substance satisfactory to the Government, audited and certified by independent certified public accountants satisfactory to the Government, and accompanied by a report of such audit in form and substance satisfactory to the Government. Each Mortgagee, Office of Inspector General of the United States Department of Agriculture, and the General Accounting Office, through their representatives, shall at all times during reasonable business hours have access to, and the right to inspect and make copies of, any or all books, records, accounts, including electronic books, records, accounts and electronic mail messages, regardless of physical form or characteristics, invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in the possession of the Mortgagor or in anywise pertaining to its property or business.

SECTION 4.13. Further Assurances to Confirm Security of Mortgage; When Vehicles Are to be Made Subject to Mortgage Lien.

(a) The Mortgagor will from time to time upon written demand of any Mortgagee make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, deeds of trust, mortgages, financing statements, continuation statements, security agreements, instruments and conveyances as may reasonably be requested by any Mortgagee, and take or cause to be taken all such further action as may reasonably be requested by any Mortgagee to effectuate the intention of these presents and to provide for the securing and payment of the principal of, interest on, and any and all other amounts payable under the Notes equally and ratably according to the terms thereof and for the purpose of fully conveying, transferring and confirming unto the Mortgagees the property hereby conveyed, mortgaged and pledged, or intended so to be, whether now owned by the Mortgagor or hereafter acquired by it and to reflect the assignment of the rights or interests of any of the Mortgagees or of any Noteholder hereunder or under any Note. The Mortgagor will cause this Mortgage and any and all supplemental indentures of

mortgage, mortgages and deeds of trust and every security agreement, financing statement, continuation statement and every additional instrument which shall be executed pursuant to the foregoing provisions forthwith upon execution to be recorded and filed and rerecorded and refiled as conveyances and mortgages and deeds of trust of and security interests in real and personal property in such manner and in such places as may be required by law or reasonably requested by any Mortgagee in order fully to preserve the security for the Notes and to perfect and maintain the superior lien of this Mortgage and all supplemental indentures of mortgage, mortgages and deeds of trust and the rights and remedies of the Mortgagees and the Noteholders.

(b) In the event that the Mortgagor suffers in the future a deficit in net income, as determined in accordance with Accounting Requirements, for any fiscal year while any of the Notes are outstanding, the Mortgagor will at any time or times upon written demand of any Mortgagee make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, mortgages, security agreements, financing statements, instruments and conveyances, and take or cause to be taken all such further action, as may reasonably be requested by any Mortgagee in order to include in this Mortgage, as Mortgaged Property, and to subject to all the terms and conditions of this Mortgage, all right, title and interest of the Mortgagor in and to, all and singular, the automobiles, trucks, trailers, tractors, aircraft, towboats, tugboats, barges, vessels, railcars and ships then owned by the Mortgagor, or which may thereafter be owned or acquired by the Mortgagor. From and after the time of such written demand of the Government or CFC, such property, shall be deemed to be part of the Mortgaged Property for all purposes hereof.

SECTION 4.14. Time Extensions for Payment of Notes. Any Noteholder may, at any time or times in succession without notice to or the consent of the Mortgagor or any other Noteholder and upon such terms as such Noteholder may prescribe, grant to any person, firm or corporation who shall have become obligated to pay all or any part of the principal of or interest on any Note held by or indebtedness owed to such Noteholder or who may be affected by the lien hereby created, an extension of the time for the payment of such principal or interest, and after any such extension the Mortgagor will remain liable for the payment of such Note or

indebtedness to the same extent as though it had at the time of such extension consented thereto in writing.

Section 4.15. TIER and DSC Requirements Pertaining to Rates. (a) (1) The Mortgagor shall design and implement rates for electric energy and other services furnished by it to provide sufficient revenue (along with other revenue available to the Mortgagor) (i) to pay all fixed and variable expenses when and as due, (ii) to provide and maintain reasonable working capital, and (iii) to maintain, on an annual basis, a TIER not less than 1.05 and a DSC of not less than 1.0.

(2) The Mortgagor shall give thirty (30) days prior written notice of any proposed change in its general rate structure to each of the Mortgagees.

(b) (1) The average TIER and DSC achieved by the Mortgagor in the two best years out of the three (3) most recent calendar years must not be less than 1.05 for TIER and 1.0 for DSC.

(2) Promptly following the end of each calendar year, the Mortgagor shall report in writing to the Mortgagees the TIER and DSC levels which were achieved during that calendar year.

(3) If the Mortgagor fails to achieve the average levels required by paragraph (b) (1) of this Section 4.15, it must promptly notify the Mortgagees in writing to that effect.

(4) Within thirty (30) days of sending a notice to the Government under paragraph (b) (3) of this section, or of being notified by the Government, whichever is earlier, the Mortgagor, in consultation with the Government, shall provide a written plan satisfactory to the Government setting forth the actions that shall be taken to achieve the required TIER and DSC on a timely basis.

SECTION 4.16. Limitations on Dividends, Patronage Refunds and Other Cash Distributions. So long as any CFC Type I Notes shall remain unpaid and outstanding, the Mortgagor will not, in any one year, without the approval in writing of the Government and CFC, declare or pay any dividends, or pay or determine to pay any patronage refunds, or retire any patronage capital or make any other cash distributions (such dividends, refunds, retirements and

other distributions being hereinafter collectively "Distributions"), to its members, stockholders or consumers if after giving effect to any such distribution the total Equity of the Mortgagor will not equal or exceed 30% of its Total Assets and other debits; provided, however that the Mortgagor may nevertheless make Distributions in any year up to 25% of the patronage capital and margins received by the Mortgagor in the next preceding year where after giving effect to any such distribution the total Equity of the Mortgagor will equal or exceed 20% of its Total Assets and other debits, and provided further, however, that in no event will the Mortgagor make any Distributions if there is unpaid when due any installment of principal of or interest on the Notes, if the Mortgagor is otherwise in default hereunder or if, after giving effect to any such distribution, the Mortgagor's total current and accrued assets would be less than its total current and accrued liabilities.

After the CFC Class I Notes have been paid and discharged, the Mortgagor will not, in any one year, without the approval in writing of the Two-Thirds Noteholders, declare or pay any dividends, or pay or determine to pay any patronage refunds, or retire any patronage capital or make any other cash Distributions to its members, stockholders or consumers if, after giving effect to any such distribution, the total Equity of the Mortgagor will not equal or exceed 30% of its Total Assets and other debits; provided, however, that the Mortgagor may nevertheless make Distributions in any year up to 25% of the Patronage Capital or Margins received by the Mortgagor in the next preceding year where, after giving effect to any such distribution, the total Equity of the Mortgagor will equal or exceed 20% of its Total Assets and other debits; and provided further, however, that in no event will the Mortgagor make any Distributions if there is unpaid when due any installment of principal of or interest on the Notes, if the Mortgagor is otherwise in default hereunder or if, after giving effect to any such distribution, the Mortgagor's total current and accrued assets would be less than its total current and accrued liabilities.

For the purpose of this section, a "cash distribution" shall be deemed to include any general cancellation or abatement of charges for electric energy or services furnished by the Mortgagor, but not the repayment of a membership fee of not in excess of \$100 upon termination of a membership.

SECTION 4.17. Application of Proceeds from Condemnation. In the event that the Mortgaged Property, or any part thereof, shall be taken under the power of eminent domain, all proceeds and avails therefrom, except to the extent that the Government and CFC shall consent to other use and application thereof by the Mortgagor, shall forthwith be applied by the Mortgagor: first, to the ratable payment of any indebtedness secured by this Mortgage other than indebtedness under the Notes; second, to the ratable payment of interest which shall have accrued on the Notes and be unpaid; third, to the ratable payment of or on account of the unpaid principal of the Notes, to such installments thereof as may be designated by the respective Noteholders at the time of any such payment; and fourth, to the ratable payment of any and all other accounts payable under the Notes; and fifth, the balance shall be paid to whosoever shall be entitled thereto; provided, however, that any Noteholder may cause funds to which it may be entitled under clause third hereof to be applied by the Mortgagor to the making of a deposit in the construction fund contemplated by Account 131.2 of the Uniform System of Accounts instead of causing such funds to be applied to the prepayment of any Note held by such Noteholder.

SECTION 4.18. Limitation on Employment of General Manager. If, during such periods as the Mortgagor shall be in default hereunder, under the RUS Loan Agreement or any other agreement with RUS, the Government shall at any time request the Mortgagor to terminate the employment of any general manager of the Mortgagor's system or any person exercising comparable authority, or shall request the termination of any operating contract in respect of any such system, the Mortgagor will terminate such employment or operating contract within 30 days after the date of such notice. All contracts in respect of the employment of any such manager or person exercising comparable authority, or for the operation of any such system, shall contain provisions to permit compliance with the foregoing covenants. The Mortgagor shall not hire another general manager or enter into another such operating contract without the prior written consent of RUS.

SECTION 4.19. Compliance with RUS Loan Agreement, CFC Loan Agreements and CFC-Company Agreements; Notice of Amendments to, and Defaults under, RUS Loan Agreement, CFC-Company Agreements and Certain Other Agreements; Terms of Mortgage to Govern. The Mortgagor will well and truly observe and perform all of the

covenants, agreements, terms and conditions contained in the RUS Loan Agreement, the CFC Loan Agreements and CFC-Company Agreements, as from time to time amended, on its part to be observed or performed. The Mortgagor will promptly furnish each Mortgagee with written notice of any amendment or modification of this Mortgage, the RUS Loan Agreement, the CFC Loan Agreements and CFC-Company Agreements, and of the occurrence of any event of default under this Mortgage, the RUS Loan Agreement, the CFC Loan Agreements or the CFC-Company Agreements and, so long as any of the CFC Notes shall remain unpaid and outstanding, of any amendment or modification of the CFC Financing Agreements or the CFC Guaranty Agreements, and of the occurrence of any event of default thereunder. For purposes of this Mortgage, in the event of any inconsistency between the terms of this Mortgage and the terms of the RUS Loan Agreement, the CFC Loan Agreements or the CFC-Company Agreements, the terms of this Mortgage shall govern.

SECTION 4.20. Notice of Change in Place of Business. The Mortgagor will promptly notify the Mortgagees in writing of any change (i) in location of its chief place of business or the office where its records concerning accounts and contract rights are kept, or (2) the state of its incorporation.

SECTION 4.21. Rights of Way, etc. Necessary in Business. The Mortgagor will obtain all such rights of way, easements from landowners and releases from lienors as shall be necessary or advisable in the conduct of its business, and, if requested by the any Mortgagee, deliver to such Mortgagee evidence satisfactory to such Mortgagee of the obtaining of such rights of way, easements or releases.

SECTION 4.22. Limitations on Loans, Investments and Other Obligations. So long as any CFC Type I Notes shall remain unpaid and outstanding, the Mortgagor will not, without the written approval of the Government and CFC, hereafter make any loan or advance to, or make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities of, or guarantee, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation, except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof, (ii) Capital Term Certificates or other securities of CFC, (iii) capital credits resulting from the payment

for power and energy purchased and actually received from a generating and transmission cooperative of which the Mortgagor is a member, (iv) loans, deposits, advances, investments, securities and obligations which the Mortgagor has, prior to June 12, 1973, committed itself to make, purchase or undertake, as the case may be, and as to which the Mortgagor has given the Mortgagees notice in writing prior to June 12, 1973, and (v) such other loans, deposits, advances, investments and obligations as may from time to time be made, purchased or undertaken by the Mortgagor; provided, however, that the aggregate cost of investments, plus the total unpaid principal amount of loans, deposits, advances and obligations permitted under this clause (v) shall not, except as permitted by applicable law, at any time exceed 3% of the Total Utility Plant of the Mortgagor.

After the CFC Type I Notes shall have been paid and discharged, the the Mortgagor will not, without the written approval of the Government, hereafter make any loan or advance to, or make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities of, or guarantee, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation, except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof, (ii) Capital Term Certificates or other securities of CFC, (iii) capital credits resulting from the payment for power and energy purchased and actually received from a generating and transmission cooperative of which the Mortgagor is a member, (iv) loans, deposits, advances, investments, securities and obligations which the Mortgagor has, prior to June 12, 1973, committed itself to make, purchase or undertake, as the case may be, and as to which the Mortgagor has given the Mortgagees notice in writing prior to June 12, 1973, and (v) such other loans, deposits, advances, investments and obligations as may from time to time be made, purchased or undertaken by the Mortgagor; provided, however, that the aggregate cost of investments, plus the total unpaid principal amount of loans, deposits, advances and obligations permitted under this clause (v) shall not, except as permitted by applicable law, at any time exceed 3% of the Total Utility Plant of the Mortgagor.

SECTION 4.23. When Rights of Government to Vest in CFC; When Rights of CFC to Vest in Government. If all the RUS Notes have

been paid and discharged while any of the CFC Notes are still outstanding, all rights and powers of the Government and the holders of the RUS Notes under this Mortgage shall immediately vest in CFC and the holders of the CFC Notes, respectively, and, correspondingly, if all the CFC Notes have been paid and discharged while any of the RUS Notes are still outstanding, all rights and powers of CFC and the holders of the CFC Notes under this Mortgage shall immediately vest in the Government and the holders of the RUS Notes, respectively. CFC, the Government, the Mortgagor and the Noteholders shall execute and deliver such instruments, assignments, releases or other documents as shall be reasonably required to carry out the intention of this Section 4.23.

SECTION 4.24. Restatement of Certain Representations and Covenants in the CFC Type IIPC Financing Agreements; Payment of Accelerated Bonds; CFC Loans Therefor. (a) So long as any of the CFC Type IIPC Notes shall be unpaid and outstanding, the Mortgagor makes to each Mortgagee the same representations made by it in Subsections (f), (g), (h), (i), (j), (k), (l) and (n) of Section 2.2 of the CFC Type IIPC Financing Agreements, and covenants and agrees with each Mortgagee that it will comply with the provisions of Section 5.5 of the CFC Type IIPC Financing Agreements.

(b) So long as any of the CFC Type IIPC Notes shall be unpaid and outstanding, in the event that (1) any representation by the Mortgagor contained in said Subsections of Section 2.2 of the CFC Type IIPC Financing Agreements shall prove to be incorrect or untrue in any material respect, or the Mortgagor shall fail to observe or perform any covenant contained in Section 5.5 of any of the CFC Type IIPC Financing Agreements, and (2) a ruling is made to the effect that as a result of such incorrect or untrue representation or failure by the Mortgagor, the interest payable on the bonds (or other debt instruments) related thereto is includable in the gross income for Federal Income Tax purposes of the holder or holders thereof (other than a "substantial user" of the facilities or a "related person" thereto, as such terms are used or defined in Section 147(a) of the Internal Revenue Code of 1986), such ruling being either by (i) the Internal Revenue Service in a published or private ruling or technical advice memorandum in which the Mortgagor has been given the opportunity to participate directly or through any holder or holders of any of the bonds, and the effect of which ruling or memorandum the Mortgagor, in its discretion, does not contest by any appropriate legal judicial

proceeding directly or through any holder or holders of any of the bonds, or (ii) a final determination by any court of competent jurisdiction in the United States in a proceeding in which the Mortgagor has been given an opportunity to participate directly or through any holder or holders of any of the bonds, then the Mortgagor shall prepay the related CFC Type IIPC Note within 120 days after the issuance of such determination or ruling. Such prepayment shall not be subject to the provisions of Section 4.04 hereof. To the extent it has insufficient funds available for this purpose from other sources, the Mortgagor will apply to CFC for a long-term loan, the proceeds of which will be used to make such prepayment, and if the Government gives written approval to the Additional Note or Notes evidencing such CFC loan in accordance with Section 3.01 hereof, CFC agrees to make such loan upon substantially the same terms and conditions as shall be then generally applicable to CFC long-term loans to its power supply members.

SECTION 4.25. The Mortgagor covenants that Charleston Bottoms Rural Electric Cooperative Corporation shall not issue any bonds under its Indenture of Mortgage and Deed of Trust dated as of July 1, 1973, made to bankers Trust Company, as Trustee, other than the Series A bonds, without the approval thereof, in writing, of both of the Mortgagees. The Mortgagor further covenants that it will not, without the approval in writing of the holders of Notes representing more than 50% of the unpaid principal amount of the Notes, agree to any amendment or modification of, or supplement to, any contract for the purchase, sale, exchange or transmission of electric power or energy, the Power Sales Agreement, as defined in the aforementioned Indenture, the System Agreement as so defined, the Subordination Agreement as so defined, the 2% Secured Subordinated Notes more particularly described in Appendix B, the Mortgage and Security Agreement dated as of June 19, 1973 made by Charleston Bottoms Rural Electric Cooperative Corporation to the Mortgagor, or waive any provision of any of such documents or agree to the termination of any of them.

SECTION 4.26. Compliance with Laws. The Mortgagor shall comply in all material respects with all federal, state, and local laws, rules, regulations, ordinances, codes, and orders the failure to comply with which could have a material adverse effect on the condition, financial or otherwise, operations, properties or

business of the Mortgagor, or on the ability of the Mortgagor to perform its obligations under this Mortgage, the RUS Loan Agreement or the CFC-Company Agreements.

## ARTICLE V

### REMEDIES OF THE MORTGAGEES AND NOTEHOLDERS

#### SECTION 5.01. Events of Default; Remedies of the Government.

If one or more of the following events (hereinafter called "Events of Default") shall happen:

(a) default shall be made in the payment of any installment of or on account of interest on, premium, if any, or principal of, any Note or Notes for more than five (5) Business Days after the same shall be required to be made, whether by acceleration or otherwise;

(b) any representation or warranty made by the Mortgagor herein, in the RUS Loan Agreement, CFC Loan Agreements, CFC-Company Agreements, CFC Type IIPC Financing Agreements or in any certificate delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect when made;

(c) default shall be made in the due observance or performance of any of the covenants, conditions or agreements on the part of the Mortgagor contained in Sections 4.03, 4.04, 4.05, 4.07, 4.10, 4.16 and 4.22 hereof;

(d) default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Mortgagor, in any of the Notes, RUS Loan Agreement, CFC Company Agreements, CFC-Company Agreements, CFC Type IIPC Financing Agreements or in this Mortgage contained, and such default shall continue for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Mortgagor by any Noteholder;

(e) the Mortgagor shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an

assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization or proceedings instituted by others for its reorganization shall not be dismissed within 30 days after the institution thereof;

(f) a receiver, trustee or liquidator of the Mortgagor or of any substantial portion of its property shall be appointed and the order appointing such receiver or liquidator shall not be vacated within 30 days after the entry thereof;

(g) the Mortgagor shall forfeit or otherwise be deprived of its corporate charter or franchises, permits, easements or licenses required to carry on any material portion of its business;

(h) a final judgment shall be entered against the Mortgagor and shall remain unsatisfied or without a stay in respect thereof for a period of 30 days; or

(i) a violation of the terms of any subordination agreement entered into in connection with any Subordinated Indebtedness shall have occurred,

then in each and every such case the Government, to the extent permitted by applicable state law on behalf of all the Noteholders, may, in its discretion

(aa) without protest, presentment or demand, declare all unpaid principal of and accrued interest on the Notes to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and payable shall become and be due and payable immediately, anything contained herein or in any Note or Notes to the contrary notwithstanding;

(bb) take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts, bills receivable, rents, income, revenues and profits of the Mortgagor pertaining to or arising from the Mortgaged Property, or any part thereof, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession

thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(cc) (1) so long as any CFC Type I Note shall be unpaid and outstanding, proceed to protect and enforce the rights of the Mortgagees and the rights of the Noteholder or Noteholders under this Mortgage by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed most effectual to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit the Government and CFC shall each have the right, irrespective of the adequacy of the security, to have appointed a receiver of the Mortgaged Property and of all rents, income, revenues, and profits pertaining thereto or arising therefrom derived, received or had from the time of the commencement of such suit or action, and such receiver shall have the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if the Government or CFC shall make application for the appointment of a receiver the Mortgagor hereby expressly consents that the court to which such application shall be made may, irrespective of the adequacy of the security, make said appointment; and

(2) if the CFC Type I Notes shall not be outstanding at that time, proceed to protect and enforce the rights of the Mortgagees and the rights of the Noteholder or Noteholders under this Mortgage by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed most effectual to protect and enforce the rights and remedies herein granted or conferred,

and in the event of the institution of any such action or suit the Government shall have the right, irrespective of the adequacy of the security, to have appointed a receiver of the Mortgaged Property and of all rents, income, revenues, and profits pertaining thereto or arising therefrom derived, received or had from the time of the commencement of such suit or action, and such receiver shall have the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if the Government or CFC shall make application for the appointment of a receiver the Mortgagor hereby expressly consents that the court to which such application shall be made may, irrespective of the adequacy of the security, make said appointment; and

(dd) sell or cause to be sold all and singular the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto, at public auction or otherwise, as may be prescribed or permitted, and in the manner prescribed or permitted by applicable law.

SECTION 5.02. When Mortgagees and Noteholders Other than the Government May Exercise Remedies.

(a) 25% Noteholders. Upon the expiration of 30 days after the happening of an Event or Events of Default, any right or remedy herein or by law conferred which the Government shall not have proceeded to exercise or enforce may, to the extent permitted by applicable state law, be exercised and enforced by the 25% Noteholders on behalf of all the Noteholders.

(b) CFC Type I Noteholders. Notwithstanding the remedial rights of the Government provided for in Section 5.01 hereof and of the 25% Noteholders provided for in Section 5.02(a) hereof, so long as any of the CFC Type I Notes shall be unpaid and outstanding upon the expiration of 30 days after the happening of an Event or Events of Default, any right or remedy herein or by law conferred which the Government shall not have proceeded to exercise or enforce may, to the extent permitted by applicable state law, be exercised and enforced by CFC, as the holder of the CFC Type I Notes, on behalf of all the Noteholders.

(c) CFC Type IIPC Noteholder. Notwithstanding the remedial rights of the Government provided for in Section 5.01 hereof, and of the 25% Noteholders and the CFC Type I Noteholders provided for in Subsections 5.02(a) and (b) hereof, so long as any of the CFC Type IIPC Notes shall be unpaid and outstanding:

(1) Upon the occurrence of any Event of Default described in Section 5.01(a) hereof in respect of any CFC Type IIPC Note (herein called a "Non-payment Event of Default") (i) if such Non-payment Event of Default or any other Non-payment Event of Default in respect of any CFC Type IIPC Note shall not have been cured after the expiration of 360 days from the initial occurrence of a Non-payment Event of Default, and (ii) if after the expiration of such 360 days CFC shall, in writing, request the Government to exercise the remedy provided for in Section 5.01(bb) hereof, then the Government shall, on or before the expiration of 60 days from the date of such written request, exercise such remedy on behalf of all the Noteholders if, and to the extent, permitted by applicable law. If the Government fails to exercise such remedy at such time, and if the Non-payment Event of Default first occurring, or any other such Event of Default, shall not have been cured, CFC may forthwith exercise the remedy provided in said Section 5.01(bb) on behalf of all the Noteholders. If, upon the expiration of 720 days after the occurrence of the initial Non-payment Event of Default, such initial Non-payment Event of Default or any other subsequently occurring Non-payment Event of Default in respect of any CFC Type IIPC Note shall not have been cured, CFC may exercise on behalf of all the Noteholders any right or remedy described in Section 5.01 hereof.

(2) If the Mortgagor shall have failed to prepay any CFC Type IIPC Note as provided in Subsection 4.24(b) hereof and if the bonds (or other debt instruments) related thereto shall have been accelerated then, CFC may exercise on behalf of all the Noteholders any right or remedy described in Section 5.02 hereof.

(3) CFC may, at any time or times, by specific performance or injunctive action, obtain compliance by the Mortgagor with any covenant of the Mortgagor herein (other than covenants providing for payments on account of the Notes)

which runs expressly to CFC as such (whether referred to as "CFC" or as a "Mortgagee") and which expressly provides for or requires the consent of, approval of, notice to, or request or direction by, CFC as such (whether referred to as "CFC" or as a "Mortgagee") contained in Subsections 4.08(c) and 4.24(a) hereof, Sections 4.06, 4.12, 4.13, 4.17, 4.19, 5.03, and 7.02 hereof, and with any covenants or agreements which run to CFC (whether referred to as "CFC" or as a "Mortgagee") added by amendment of this Mortgage pursuant to the provisions of Section 7.03 hereof.

(4) Any CFC Type IIPC Noteholder may declare all unpaid principal of, premium, if any, and interest on all outstanding CFC Type IIPC Notes to be due and payable immediately, in the manner described in Section 5.01(aa) hereof if: (i) the Government or any person other than such CFC Type IIPC Noteholder or the trustee shall have duly caused acceleration on account of any of the Notes; or (ii) any of the Events of Default specified in Section 5.01(e) or 5.01(f) hereof shall have occurred at the instance of any person (including the Government) other than such CFC Type IIPC Noteholder or the trustee.

(5) Nothing in this Mortgage contained shall affect or impair the right, which is absolute and unconditional, of any CFC Type IIPC Noteholder to enforce the payment of the principal of, premium, if any, or interest on the CFC Type IIPC Note or Notes held by such CFC Type IIPC Noteholder on the date or dates any such interest, premium or principal shall become due and payable, whether by acceleration or otherwise, in accordance with the terms of such note; provided, however, that no such acceleration shall be effective unless pursuant to Section 5.02(c) hereof.

(6) So long as the CFC Type IIPC Notes are unpaid and outstanding, if, in the opinion of counsel satisfactory to the Government, the Government may not lawfully act on behalf and for the benefit of all Noteholders other than the Government, CFC shall have the right in respect of any CFC Type IIPC Note to exercise any right of remedy herein or by law conferred (a) immediately upon the Government's exercise of any right or remedy hereunder, or (b) on a date 120 days or more after the occurrence of an Event of Default, which is then continuing,

if the Government has failed, prior to such date, to exercise any right or remedy hereunder.

(d) CFC Type IIA Noteholders. Notwithstanding the remedial rights of the Government provided for in Section 5.02 hereof, of the 25% Noteholders, the CFC Type I Noteholders and the CFC Type IIPC Noteholders provided for in Sections 5.02(a), (b) and (c) hereof, so long as any of the CFC Type IIA Notes shall be unpaid and outstanding:

(1) Upon the occurrence of (i) any Event of Default described in Section 5.01(a) hereof with respect to any CFC Type IIA Notes, or (ii) any Event of Default described in Section 5.01(e) or 5.01(f) hereof, if the respective Event of Default referred to in either clause (i) or clause (ii) of this Subsection shall not have been cured upon the expiration of 90 days after the initial occurrence of such Event of Default, then CFC may forthwith exercise on behalf of all Noteholders any right or remedy described in Section 5.01 hereof.

(2) Nothing in this Mortgage contained shall affect or impair the right, which is absolute and unconditional, of any CFC Type IIA Noteholder to enforce the payment of the principal of, premium, if any, or interest on the CFC Type IIA Note or Notes held by such CFC Type IIA Noteholder on the date or dates any such interest, premium or principal shall become due and payable whether by acceleration or otherwise, in accordance with the terms of such Note; provided, however, that no such acceleration by any CFC Type IIA Noteholder shall be effective unless pursuant to this Section 5.02(d).

(e) CFC.

(1) So long as the CFC Type I Notes and the CFC Type IIA Notes are unpaid and outstanding, if, in the opinion of counsel satisfactory to the Government, the Government may not lawfully act on behalf and for the benefit of all Noteholders other than the Government, CFC shall have the right, immediately upon the happening of an Event or Events of Default and notwithstanding any action taken by the Government thereunder or otherwise, to exercise any right or remedy herein or by law conferred.

(2) After the CFC Type I Notes and CFC Type IIA Notes have been paid and discharged, and so long as the CFC Type IIPC Notes are unpaid and outstanding, if, in the opinion of counsel satisfactory to the Government, the Government may not lawfully act on behalf and for the benefit of all Noteholders other than the Government, CFC shall have the right in respect of any CFC Type IIPC Note to exercise any right or remedy herein or by law conferred (a) immediately upon the Government's exercise of any right or remedy hereunder, or (b) on a date 120 days or more after the occurrence of an event of default, which is then continuing, if the Government has failed, prior to such date, to exercise any right or remedy hereunder.

SECTION 5.03. Notice to Mortgagees of Event of Default. The Mortgagor covenants that it will give immediate written notice to the Mortgagees and to all of the Noteholders of the occurrence of an Event of Default hereunder, or in the event that any right or remedy described in clauses (aa) through (dd) of Section 5.01 hereof is exercised or enforced, or any action is taken to exercise or enforce any such right or remedy. Each Mortgagee covenants that it will give immediate written notice to the other Mortgagees and to all of the Noteholders of the occurrence of an Event of Default hereunder of which it has knowledge or in the event that such Mortgagee exercises or enforces any right or remedy described in said clauses (aa) through (dd), or takes any action to exercise or enforce any such right or remedy.

SECTION 5.04. Right of Noteholders to Bid on Mortgaged Property. At any sale hereunder any Noteholder or Noteholders shall have the right to bid for and purchase the Mortgaged Property, or such part thereof as shall be offered for sale, and in lieu of actual payment of such purchase price may set off the amount of such price against amounts owing to such Noteholder or Noteholders.

SECTION 5.05. Application of Proceeds from Remedial Actions. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies and any other sums received by the Mortgagees, the

disposition of which is not otherwise herein specifically provided for, shall be applied (except to the extent any Note provides for subordination thereof) first, to the payment of indebtedness hereby secured other than under the Notes; second, to the ratable payment of interest which shall have accrued on the Notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the Notes; fourth, to the ratable payment of any and all other amounts payable under the Notes; and the balance, if any, shall be paid to whomsoever shall be entitled thereto. Any proceeds or funds collected by the Government under this Mortgage for the account or benefit of, or which are distributable or attributable to CFC or any holder of a Note other than an RUS Note in no event shall be deemed to be moneys received for the use of the United States of America as contemplated by 31 United States Code Annotated § 484 or 31 United States Code Annotated § 495. The funds referred to in the first sentence of this section shall include any sums received by the Mortgagees, or either of them, arising from the exercise of any rights or the enforcement of any remedies hereunder with respect to the 2% Secured Subordinated Notes or the 7% Secured Subordinated Notes, more particularly described in Appendix B, or arising from the exercise of any rights or the enforcement of any remedies under the pledges of such notes.

SECTION 5.06. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Mortgagees or to the Noteholders shall be cumulative and shall be in addition to every other right and remedy given here under or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy hereunder shall not be deemed to be an election and shall not preclude the pursuit of any other right or remedy.

SECTION 5.07. Waiver of Appraisement Rights; Marshalling of Assets Not Required. The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law. Under no circumstances shall there be any marshalling of assets upon any foreclosure or other enforcement of this Mortgage.

SECTION 5.08. Waiver of Default. If at any time after an Event of Default and prior to the institution of foreclosure proceedings, all payments in respect of principal and interest which shall have become due and payable by the terms of the Notes shall be paid to the respective Noteholders, and all other defaults hereunder and under the Notes shall have been cured, together with reimbursement for any resulting expense or damage, to the satisfaction of all the Noteholders, together with interest at the highest legal rate, but not in excess of 12% per annum, then and in every such case, the Mortgagee or Mortgagees who shall have instituted any of the foregoing remedies may, by written notice to the Mortgagor, waive such default or defaults, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 5.09. Mortgagee Attorney-in-Fact for Remedies. For purposes of this Article V, to the extent permitted by applicable state law, each Noteholder appoints the Mortgagee or Mortgagees exercising any remedy as above provided as its attorney(s)-in-fact for such purpose.

SECTION 5.10. Rights to Exercise Setoff, etc. The Mortgagees shall have the right, without prior notice to the Mortgagor, to exercise rights of setoff, recoupment, or any counterclaim and apply any and all amounts held or hereafter held by the Mortgagees, owed to the Mortgagor, or for the credit of the Mortgagor, against any and all of the Notes. The Mortgagees agree to notify the Mortgagor promptly after any such setoff or recoupment and the application thereof; provided that the failure to give such notice shall not affect the validity of such setoff, recoupment or application. The Mortgagor hereby waives all rights of setoff, deduction, recoupment or counterclaim.

SECTION 5.11. Rights Under Uniform Commercial Code. The Mortgagees shall have, in addition to any other rights and remedies contained in this Restated Mortgage, and in any other agreements, guarantees, notes, mortgages, instruments and documents heretofore, now, or at any time hereafter executed by the Mortgagor and delivered to the Mortgagees, all of the rights and remedies of secured parties under the Uniform Commercial Code in force in the state identified in the first paragraph hereof as of the date hereof and any other jurisdiction where the Mortgaged Property is

located, all of which rights and remedies shall be cumulative and nonexclusive.

SECTION 5.12. No Implied Consent to Reorganization. Nothing herein contained shall be deemed to authorize the Mortgagees to authorize or consent to or accept or adopt on behalf of any other Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any other holder thereof, or to authorize the Mortgagees to vote in respect of the claim of any other Noteholder in any such proceeding.

SECTION 5.13. Enforcement of Rights without Possession of Notes. Any rights of action and claims under this Mortgage or the Notes may be prosecuted and enforced by the Mortgagee or Mortgagees prosecuting and enforcing the same without the possession of any of the Notes or the production thereof in any proceeding relating thereto, and, to the extent permitted by applicable state law, any such proceeding instituted by any Mortgagee shall be brought in its own name as attorney-in-fact for the Noteholders, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Mortgagees, their agents and counsel, be for the ratable benefit of the Noteholders in respect of which such judgment has been recovered.

## ARTICLE VI

### POSSESSION UNTIL DEFAULT - DEFEASANCE CLAUSE

SECTION 6.01. Possession until Default. Until some one or more of the Events of Default shall have happened, the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products and profits thereof or therefrom, subject to the provisions of this Mortgage.

SECTION 6.02. Defeasance. If the Mortgagor shall well and truly pay or cause to be paid the whole amount of the principal of and interest on the Notes at the times and in the manner therein provided, according to the true intent and meaning thereof, and shall also pay or cause to be paid all other sums payable under the

RUS Loan Agreement, the CFC Loan Agreements and the CFC-Company Agreements, as amended from time to time, and hereunder by the Mortgagor and shall well and truly keep and perform, according to the true intent and meaning of this Mortgage, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagees and the Noteholders shall thereupon cease, determine and become void and the Mortgagees and the Noteholders, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of this Mortgage upon the record. In any event, each Noteholder, upon payment in full to it by the Mortgagor of all principal of and interest on any Note held by it and the payment and discharge by the Mortgagor of all charges due to such Noteholder hereunder, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

#### ARTICLE VII

#### MISCELLANEOUS

SECTION 7.01. Property Deemed Real Property. It is hereby declared to be the intention of each of the parties hereto that prior to the release of property from the lien of this Mortgage all electric generating plants and appurtenances thereto and all transmission and distribution lines or systems, embraced in the Mortgaged Property, including, without limitation, all rights of way and easements granted or given to the Mortgagor or obtained by it to use real property in connection with the construction, operation or maintenance of such plants, lines, or systems, and all service and connecting lines, poles, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes and fixtures forming part of, or used in connection with, such plants, lines, or systems, and all other property physically attached to any of the foregoing-described property, shall be deemed to be real property.

SECTION 7.02. Mortgage to Bind and Benefit Successors and Assigns; CFC May Not Assign Rights without Government Consent. All

of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagees shall, subject to the provisions of Section 7.06 hereof pass to and inure to the benefit of the successors and assigns of the Mortgagees and shall be deemed to be granted or conferred for the ratable benefit and security of all who shall from time to time be the holders of Notes executed and delivered as herein provided. The Mortgagor and each of the Mortgagees hereby agree to execute and deliver such consents, acknowledgments and other instruments as may be reasonably requested by any of the Mortgagees or any Noteholder in connection with any assignment of the rights or interests of any Mortgagee or any Noteholder hereunder or under the Notes. Notwithstanding the foregoing, no sale, assignment or transfer of any CFC Notes, and no assignment of any right or power of CFC hereunder, shall be effective as against the Government or the Mortgagor unless such sale, assignment or transfer shall have been previously approved in writing by the Government; it being understood that no such approval shall be required for or in connection with any assignment, transfer, mortgage, hypothecation or pledge (hereinafter called a "security interest") by CFC of (i) any of the CFC Type IIPC Notes pursuant to the CFC Type IIPC Guaranty Agreements, or (ii) by CFC of any CFC Type I Notes or CFC Type IIA Notes, or any right or power of CFC or of the CFC Type I Noteholders or CFC Type IIA Noteholders hereunder in connection with a borrowing by CFC, which security interest provides that the rights and powers of CFC and of the CFC Type I Noteholders or CFC Type IIA Noteholders under such Notes and this Mortgage shall be exercised by the holders thereof or CFC unless and until a default by CFC exists under the terms governing such security interest and that the restrictions herein contained shall not apply to any sale, assignment, transfer or other disposition pursuant to the terms governing such security interest and shall not apply to any such disposition by any person other than CFC.

SECTION 7.03. Consent of CFC Not Required for Certain Amendments to Mortgage. Notwithstanding any other provisions of this Mortgage, the consent of CFC or of any holder of any of the CFC Notes shall not be required for any amendment of this Mortgage for any one or more of the following purposes:

(a) to convey, transfer and assign to the Mortgagees and to subject to the lien of this Mortgage, with the same force and effect as though included in the Granting Clause hereof, additional property;

(b) to add to the covenants of the Mortgagor further covenants, restrictions or conditions for the protection of the holders of the Notes secured hereby, and to make the occurrence, or the occurrence and continuance, of a default in any of such additional covenants, restrictions or conditions a default or an Event of Default permitting the enforcement of any or all of the several remedies provided in this Mortgage as herein set forth; provided, however, that in respect of any such additional covenant, restriction or condition such amendment may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults, but in no event longer than 30 days) or may provide for an immediate enforcement upon such default or may limit the remedies available to the Mortgagees upon such default; or

(c) to increase the amount of the Maximum Debt Limit.

SECTION 7.04. When CFC Guaranty Notes Are Deemed to be Unpaid and Outstanding; Determination of Amounts Unpaid and Outstanding under CFC Guaranty Notes. With respect to any CFC Note which evidences an obligation of the Mortgagor, pursuant to a CFC-Company Agreement, to reimburse CFC for sums advanced by CFC to a third party or parties for the account of the Mortgagor (such CFC Note being hereinafter called a "CFC Guaranty Note"), no such CFC Guaranty Note shall be deemed to be "unpaid and outstanding" for purposes of determining whether CFC or a holder of such CFC Guaranty Note may exercise or enjoy any right, remedy, power or control under this Mortgage, unless and until there shall have been an advance of funds made by CFC under such CFC Guaranty Note pursuant to such CFC-Company Agreement. For purposes of determining the principal amount unpaid and outstanding under any CFC Guaranty Note as of any time, only the aggregate of all sums advanced by CFC under such CFC Guaranty Note and remaining unpaid as of the time of such determination shall be included.

SECTION 7.05. Determination of Amounts Unpaid and Outstanding under RUS Reimbursement Notes. With respect to any RUS Reimbursement Note which evidences an obligation of the Mortgagor

to reimburse the Government for sums advanced by the Government to a third party or parties for the account of the Mortgagor, the unpaid and outstanding principal of such note shall be the aggregate of all sums advanced by the Government under such Reimbursement Note and remaining unpaid as of the time of such principal computation.

SECTION 7.06. Indemnification by Mortgagor of Mortgagees. The Mortgagor agrees to indemnify and save harmless each of the Mortgagees against any liability or damages which either of them may incur or sustain in the exercise and performance of their powers and duties hereunder. For such reimbursement and indemnity, the Mortgagees shall be secured under this Mortgage in the same manner as the Notes and all such reimbursements for expense or damages shall be paid to the Mortgagees incurring or suffering the same with interest at the rate specified in Section 4.09 hereof. The Mortgagor's obligation to indemnify the Mortgagees under this section and under Section 4.09 hereof shall survive the satisfaction of the Notes, the reconveyance or foreclosure of this Mortgage, the acceptance of a deed in lieu of foreclosure, or any transfer or abandonment of the Mortgaged Property.

SECTION 7.07. Government to Retain Rights as Mortgagee with respect to Insured Notes and Guaranteed Notes. At all times when any Note is held by the Government, or in the event the Government shall assign a Note without having insured the payment of such Note, this Mortgage shall secure payment of such Note for the benefit of the Government or such uninsured holder thereof, as the case may be. Whenever any Note may be sold to an insured purchaser, it shall continue to be considered a "Note" as defined herein, but as to any such insured Note the Government, and not such insured purchaser, shall be considered to be, and shall have the rights of, the Noteholder for purposes of this Mortgage. Notice of the rights of the Government under the preceding sentence shall be set forth in all such insured Notes. As to any Note which may evidence a loan or loans guaranteed pursuant to the Act, the Government, and not the guaranteed lender or lenders, shall be considered to be, and shall have the rights of, the Noteholder for purposes of this Mortgage.

SECTION 7.08. Headings. The descriptive headings of the various articles and sections of this Mortgage were formulated and

inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

SECTION 7.09. Notices. All demands, notices, reports, approvals, designations, or directions required or permitted to be given hereunder shall be in writing (including, without limitation, by telecopy) and delivered to the intended recipient at the "Address for Notices" specified in this Section 7.09, or, as to any party, at such other address as shall be designated by such party in a notice to each other party. All such communications shall be deemed to have been duly given when transmitted by telecopier or personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

As to the Mortgagor: East Kentucky Power Cooperative, Inc.  
P.O. Box 707  
Winchester, Kentucky 40392

As to CFC: National Rural Utilities Cooperative  
Finance Corporation  
2201 Cooperative Way  
Woodland Park  
Herndon, Virginia 22071-3025

As to the Government: Rural Utilities Service  
United States Department of Agriculture  
Room No. 4051  
1400 Independence Avenue, S.W.  
Washington, D. C. 20250-1500  
Attention: Administrator  
Fax: (202) 720-1725

With a copy to: Rural Utilities Service  
United States Department of Agriculture  
Room No. 0270  
1400 Independence Avenue, S.W.  
Stop 1568  
Washington, D.C. 20250-1568  
Attention: Power Supply Division  
Fax: (202) 720-1401

and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any Note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagees. The Mortgagor or the Mortgagees may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

SECTION 7.10. Severability. If any provision of this Mortgage shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity, legality and enforceability of the remainder of such provision nor any other provision thereof and this Mortgage shall survive and be construed as if such invalid or unenforceable provision had not been contained therein. Any invalidity or unenforceability as to any Mortgagee hereunder shall not affect or impair the rights hereunder of any other Mortgagee.

SECTION 7.11. Mortgage Deemed Security Agreement. To the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code, the Mortgagor shall be considered a "transmitting utility" and this Mortgage is hereby deemed a "security agreement" under the Uniform Commercial Code, and a "financing statement" under the Uniform Commercial Code for said security agreement, and a "fixture filing" under the Uniform Commercial Code as to any of the property described or referred to in Article II hereof which constitutes or becomes fixtures under the Uniform Commercial Code or similar statute, whether now or hereafter enacted. The Mortgagor is the owner of the Mortgaged Property described in Section 2.02 and Appendix B hereof. The mailing addresses of the Mortgagor as debtor, and of the Mortgagees as secured parties, are as set forth in Section 7.09 hereof.

SECTION 7.12. Mortgagees' Right to File Financing Statements. Each Mortgagee shall have the right to file such financing statements and continuation statements on behalf of itself, as secured party, and the Mortgagor, as debtor, as such Mortgagee

deems necessary to perfect a first lien on the Mortgaged Property and to maintain and preserve such perfected first lien as long as any Note remains outstanding. The Mortgagor shall reimburse such Mortgagee for any expenses incurred in the exercise of this right.

SECTION 7.13. Counterpart Execution. This Mortgage may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, EAST KENTUCKY POWER COOPERATIVE, INC., as Mortgagor, has caused this Amended and Restated and Consolidated Mortgage and Security Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers hereunto duly authorized, UNITED STATES OF AMERICA, as Mortgagee, has caused this Amended and Restated and Consolidated Mortgage and Security Agreement to be duly executed in its behalf and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Amended and Restated and Consolidated Mortgage and Security Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers hereunto duly authorized on its behalf and on behalf of its assignees, all as of the day and year first above written.

[Signature Pages Follow]

EAST KENTUCKY POWER  
COOPERATIVE, INC.

By: \_\_\_\_\_  
Chairman of the Board

(Seal)

Attest: \_\_\_\_\_  
Secretary

Executed by the Mortgagor  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

UNITED STATES OF AMERICA

By: Carter M. Aders  
FOR Administrator of the  
Rural Utilities Service

Executed by United States  
of America, Mortgagee, in  
the presence of:

Cheryl D. Black  
Witness

Karen Dixon  
Witness

NATIONAL RURAL UTILITIES  
COOPERATIVE FINANCE  
CORPORATION

By:           Krishna Murthy            
Assistant Secretary-  
Treasurer  
KRISHNA S. MURTHY

(Seal)

Attest:           [Signature]            
Assistant Secretary-  
Treasurer

**CHRISTOPHER COMELLA**  
Executed by National Rural  
Utilities Cooperative Finance  
Corporation, Mortgagee, in the  
presence of:

          [Signature]           JEAN-ROBERT BAGUIDY  
Witness

          [Signature]           RONIT KIMBROUGH  
Witness



DISTRICT OF COLUMBIA ) SS

BEFORE ME, a Notary Public, in and for the District of Columbia, appeared in person the within named CURTIS M. ANDERSON, <sup>Deputy</sup> Administrator of the Rural Utilities Service, United States of America, to me personally known, and known to be the identical person who subscribed the foregoing instrument in said capacity, and who, after being by me duly sworn, stated that he is duly authorized to execute the foregoing instrument for and in the name and behalf of the United States of America, and further stated and acknowledged that he had executed ther foregoing instrument as the free and voluntary act and deed of the United States of America, for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 1<sup>st</sup> day of JUNE, 2004.

James F. Mothershed

JAMES F. MOTHERSHED  
Notary Public

(Notarial Seal)

My commission expires: 6-14-04

COMMONWEALTH OF VIRGINIA )  
 ) SS  
COUNTY OF FAIRFAX )

On this 21<sup>st</sup> day of June 2004, before me appeared KRISHNA S. MURTHY, personally know, who, being by me duly sworn, did say that he is the Assistant Secretary-Treasurer of the National Rural Utilities Cooperative Finance Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of a duly adopted resolution of its board of directors, and he acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Trisa Neal  
Notary Public

(Notarial Seal)

My commission expires: 3/31/07

Trisa Neal

APPENDIX A

A: MAXIMUM DEBT LIMIT: Three Billion dollars (\$3,000,000,000).

B: RUS MORTGAGE, as of the date hereof, consists of this RUS Mortgage and the following instruments:

<u>Instrument</u>	<u>Date</u>	<u>Mortgagees</u>
Supplemental Mortgage and Security Agreement	06/12/73	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	03/10/75	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	12/03/76	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	07/15/78	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	01/08/80	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	01/13/81	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	11/01/81	Government and CFC
Supplement to Supplemental Mortgage and Security Agreement	08/29/84	Government and CFC
Supplement to Supplemental	10/01/84	Government and CFC

Mortgage and Security Agreement

Restated and Consolidated Mortgage and Security Agreement 11/25/93 Government and CFC

Restated and Consolidated Mortgage and Security Agreement 06/12/95 Government and CFC

First Amendment to Restated and Consolidated Mortgage and Security Agreement 06/12/95 Government and CFC

Supplement to Supplemental Mortgage and Security Agreement 3/12/98 Government and CFC

C: Outstanding RUS Notes

<u>Note Designation</u>	<u>Note Date</u>	<u>Original Principal Amount</u>	<u>Maturity</u>
G#1	06/01/71	\$ 5,000,000	06/01/06
G#2	03/01/73	\$ 6,000,000	03/01/08
H#1	06/12/73	\$ 25,000,000	06/12/08
H#2	03/01/74	\$ 12,500,000	03/01/09
G#3	06/01/74	\$ 5,368,000	06/01/09
K4#1	06/02/75	\$ 5,000,000	06/02/10
K4#2	06/01/76	\$ 6,000,000	06/01/11
TP30#2	01/01/73	\$ 310,000	07/01/05
K4#3	07/01/77	\$ 7,000,000	07/01/12
K4#4	03/01/78	\$ 7,200,000	03/01/13
M9	10/31/79	\$ 7,271,000	10/31/14
TP31#1	01/01/7	\$ 865,258	03/19/06
TP31#2	01/01/78	\$ 188,718	03/01/12
P12	08/29/84	\$ 18,908,000	11/30/22
R12	03/31/95	\$ 15,715,000	04/01/23
T62	03/02/98	\$ 12,251,000	03/02/24
* L8	12/03/76	\$ 379,268,000	12/31/15

* M9	10/31/79	\$ 57,242,000	**
* N8	01/13/81	\$1,011,352,000	**
* P12	08/29/84	\$ 6,975,000	12/31/15
* R12	06/12/95	\$ 18,894,000	12/31/23
* S8	06/12/95	\$ 108,808,000	12/31/24
* T62	03/02/98	\$ 15,408,000	12/31/24
* U8	03/02/98	\$ 6,626,000	12/31/24
* V8	03/02/98	\$ 56,833,000	12/31/24
* W8	12/31/00	\$ 85,600,000	12/31/30
* X8	01/02/02	\$ 92,300,000	12/31/24
* Y8	12/04/02	\$ 223,500,000	12/31/32

\* Notes that evidence Federal Financing Bank loans that have been guaranteed by RUS. RUS has the rights of noteholder for purposes of this mortgage.

\*\* Final maturity is 34 years from date of advance.

D: CURRENT RUS NOTES:

<u>Note Designation</u>	<u>Note Date</u>	<u>Original Principal Amount</u>	<u>Maturity</u>
* Kentucky 59-Z8	Even date herewith	\$ 433,863,000	12/31/38
Kentucky 59-Z8 (Reimbursement Note)	Even date herewith	Determined when advanced	On demand
* Kentucky 59-AA8	Even date herewith	\$ 27,645,000	12/31/38
Kentucky 59-AA8 (Reimbursement Note)	Even date herewith	Determined when advanced	On demand

\* Notes that evidence Federal Financing Bank loans that have been guaranteed by RUS. RUS has the rights of noteholder for purposes of this mortgage.

E: RUS LOAN AGREEMENT (exclusive of amendments): dated as of November 23, 1949

F: CURRENT RUS LOAN AGREEMENT:

1. Amendment, dated as of March 2, 1998, to Amending Loan Contract, dated as of November 23, 1949.
2. Letter Agreement relating to the "Z-8" and "AA-8" FFB Loans guaranteed by RUS.

G. OUTSTANDING CFC TYPE I NOTES

<u>Note Designation</u>	<u>Note Date</u>	<u>Original Principal Amount</u>	<u>Maturity</u>
9001 (CFC Type I)	08/20/74	\$ 13,150,000	02/28/14

H. OUTSTANDING CFC TYPE IIA NOTES

<u>Note Designation</u>	<u>Note Date</u>	<u>Original Principal Amount</u>	<u>Maturity</u>
9033 (CFC Type IIA)	08/29/84	\$ 8,530,000	08/29/19
9034 (CFC Type IIA)	06/12/95	\$ 6,734,000	12/31/24
1995A Project Note	07/06/95	\$ 18,000,000	12/15/12
1995A Guaranty Reimbursement Note	07/06/95	Determined when Advanced	On Demand
9038 (CFC Type IIA)	03/02/98	\$ 5,251,000	03/02/24

I. OUTSTANDING CFC TYPE IIPC NOTES:

<u>Note Designation</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity</u>
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1978B Pollution Control Note	08/01/78	\$ 5,575,000	08/01/08
1984B Project Note	10/15/84	\$ 141,300,000	10/15/14
1984J Project Note	10/15/84	\$ 59,650,000	10/15/14
1978B Guaranty Note (G 9017)	08/01/78	Determined when Advanced	On Demand
1984B Guaranty Note (G 9021)	10/15/84	Determined when Advanced	On Demand
1984J Guaranty Note (G 9032)	10/15/84	Determined when Advanced	On Demand
1993B Project Note	11/1/93	\$ 11,800,000	On Demand
1993B Guaranty Note	11/1/93	Determined when Advanced	On Demand

J. CFC-LOAN AGREEMENTS

June 4, 1973 (for 9001 Note designation)  
November 10, 1983 (for 9033 Note designation)  
June 12, 1995 (for 9034 Note designation)  
March 2, 1998 (for 9038 Note designation)

K. CFC-Company Agreements:

June 1, 1978 (for 1978B)  
October 15, 1984 (for 1984B)

October 15, 1984 (for 1984J)

November 1, 1993 (for 1993B)

L. CFC TYPE IIPC FINANCING AGREEMENTS:

August 1, 1978 (for 1978B)

October 15, 1984 (for 1984B)

October 15, 1984 (for 1984J)

November 1, 1993 (for 1993B)

M. CFC TYPE IIPC GUARANTY AGREEMENTS:

July 15, 1978 (for 1978B)

October 1, 1984 (for 1984B)

October 1, 1984 (for 1984J)

November 1, 1993 (for 1993B)

## APPENDIX B

A: The electric generating plants and facilities and electric transmission and distribution lines and facilities and other property and property interests referred to in Paragraph I of the Granting Clause are located in the Counties of Adair, Anderson, Barren, Bath, Boone, Boyle, Bourbon, Bracken, Breathitt, Bullett, Campbell, Carroll, Carter, Casey, Clark, Clay, Clinton, Cumberland, Elliott, Estill, Fayette, Fleming, Floyd, Franklin, Gallatin, Garrard, Grant, Green, Greenup, Harlan, Hardin, Harrison, Hart, Henry, Jackson, Jessamine, Johnson, Kenton, Knox, Laclede, Laurel, Lawrence, Lee, Letcher, Lewis, Lincoln, Madison, Magoffin, Marion, Martin, Mason, McCreary, Menifee, Mercer, Metcalfe, Montgomery, Morgan, Nelson, Nicholas, Owen, Owsley, Pendleton, Powell, Pulaski, Robertson, Rockcastle, Rowan, Russell, Scott, Shelby, Spenser, Taylor, Trimble, Washington, Wayne, Whitley and Wolfe.

B: The property referred to in Paragraph I of the Granting Clause includes the following:

## DESCRIPTION

### Parcel No.

1. All that tract of land known as the Albany Substation Site and located approximately 1/4 mile North of Albany on Highway 90, consisting of 1.0 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 51, Page 201, Clinton County Clerk's Office.
2. All that tract of land known as the Alcan Substation Site and located on the east side of Mayde Road, approximately .3 mile North of Highway 595, consisting of 1.29 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alcan Aluminum Corporation by deed dated January 20, 1989, and recorded in Deed Book 397, Page 33, Madison County Clerk's Office.
3. All that tract of land known as the Annville Substation site and located on the waters of Pond Creek of Rockcastle River, and on the South side of State Highway #30, being conveyed to East Kentucky RECC from Ray Clemons by deed dated July 8, 1998, and recorded in Deed Book 151, Page 741, Jackson County Clerk's Office.
4. All that tract of land known as the Argentum Substation site and located approximately 9 miles South of South Shore on Highway 7, consisting of .99 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 230, Page 473, Greenup County Clerk's Office.
5. All that tract of land known as the Ark Land Substation Site and located on the North side of Colliers Creek Road, 1 mile Southeast of Highway 119, consisting of .53 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ark Land Company by deed dated January 2, 1990, and recorded in Deed Book 293, Page 15, Letcher County Clerk's Office.
6. All that tract of land known as the Asahi Motor Wheel site and located on the east side of Kentucky #461, north of Somerset, consisting of 0.497 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Asahi Motor Wheel Company, Inc. by deed dated July 13, 1989, and recorded in Deed Book 482, Page 26, Pulaski County Clerk's Office.
7. All that tract of land known as the Athertonville Substation Lot and located 9 miles Northeast of Hodgenville on Highway 31E, consisting of .037 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 85, Page 46, Larue County Clerk's Office.
8. All that tract of land known as the Avon Switching Station Lot and located on the north side of US 60 approximately 7 miles West of Winchester, consisting of 16.971 acres, and being conveyed to East Kentucky RECC from A.B. and Elizabeth Gay by deed dated January 23, 1964, and recorded in Deed Book 788, Page 20, Fayette County Court Clerk's Office and to East Kentucky Power Cooperative, Inc. from Augustus B. Gay by deed dated August 7, 1978, and recorded in Deed Book 1205, Page 444, Fayette County Clerk's Office.

9. All that tract of land known as the Bacon Creek Substation site and located along Old Bacon Creek Road, approximately 1.8 miles southwest of Corbin, being conveyed to East Kentucky RECC from Bacon Creek Baptist Church by deed dated October 7, 1999, and recorded in Deed Book 413, Page 109, Whitley County Clerk's Office.
10. All that tract of land known as the Badger Microwave Tower site and located in Taylor County and being conveyed to East Kentucky RECC from Johnie R. and Ester Sprawles by deed dated May 19, 1967, and recorded in Deed Book 6, Page 163, Taylor County Clerk's Office.
11. All that tract of land known as the Baker Lane Substation site designated as parcel #12 and located in Jessamine County on Baker Lane, and being conveyed to East Kentucky Power Cooperative, Inc. from Kentucky Utilities Company, by deed dated December 11, 2000, and recorded in Deed Book 440, Page 250, Jessamine County Clerk's Office.
12. All that tract of land known as the Ballard Substation site and located West of Bryantsville, approximately 3 1/2 miles Northwest of the intersection of Kentucky Highway 1355 and Fisher-Ford Road, consisting of 1.390 acres, and being conveyed to East Kentucky RECC from Cecil B. Rankin, et al, by deed dated August 31, 1972, and recorded in Deed Book 102, Page 529, Garrard County Clerk's Office.
13. All that tract of land known as the Balltown Substation site and located on the Southeast side of Kentucky 46 East of Balltown, consisting of 2.344 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
14. All that tract of land known as the Bank Lick Substation site and located on Wilson Road approximately 9 miles from Highway 16 near Nicholason, consisting of 1.145 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 151, Page 236, Kenton County Clerk's Office.
15. All that tract of land known as the Bardstown Office Building site and located in Nelson County on the West side of Highway 31E approximately 1 miles South of Central Kentucky Turnpike, consisting of approximately 1.5 acres more or less, and being conveyed to East Kentucky RECC from J. A. and Gertrude Wathen, and Paul Wathen, single, by Deed dated April 29, 1965 and recorded in Deed Book 151, Page 186, Nelson County Clerk's Office.
16. All that tract of land known as the Bardstown Microwave Tower site and located in Nelson County and being conveyed to East Kentucky RECC from W.S. and Myrtle Nicholls by easement dated January 12, 1956, and recorded in Deed Book 131, Page 507, Nelson County Clerk's Office.
17. All that tract of land known as the Bardstown Pole Yard site and located about 225 feet northwest of U.S. Highway 31-E, 0.4 mile southwest of the Bluegrass Parkway Exit, approximately 2.3 miles southwest of Bardstown Court Square, and being conveyed to East Kentucky Power Cooperative, Inc. from Joe L. Thompson and Charleen Thompson

by deed dated March 30, 1998, and recorded in Deed Book 355, Page 752, Nelson County Clerk's Office.

18. All that tract of land known as the Bardstown Shopping Center Substation site and located near the East city limits of Bardstown and lying East of Bardstown Plaza Shopping Center, consisting of 0.45 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.
19. All that tract of land known as the Barren County Switching Station site and located Northwest of Kentucky 90 at intersection with Old Lexington-Nashville RD Road, consisting of 1.497 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edwin B. Parrish by deed dated August 12, 1975, and recorded in Deed Book 199, Page 788, Barren County Clerk's Office.
20. All that tract of land known as the Bass Substation site and located on Liberty Highway 70, consisting of 0.602 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
21. All that tract of land known as the Bay West Substation site and in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, consisting of 1.5 acres, and being conveyed to East Kentucky RECC from Bay West Paper Corporation by deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.
22. All that tract of land known as the Beam Substation site and located near Clermont on the Southeast corner of the junction of two county roads, consisting of 2.420 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
23. All that tract of land known as the Beattyville Substation site and located approximately 2 miles Northeast of Beattyville on Highway 52, consisting of 1.899 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 87, Page 689, Lee County Clerk's Office.
24. All that tract of land known as the Beckton Junction Switching Station site and located near Kentucky Highway 63, about 2.0 miles south of Glasgow, being conveyed to East Kentucky RECC from Ruthine E. Nuckols by deed dated August 12 1998, and recorded in Deed Book 239, Page 297, Barren County Clerk's Office.
25. All that tract of land known as the Beckton Substation site and located approximately 7.7 miles West of Glasgow, Kentucky on State Highway 685, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmer's RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
26. All that tract of land known as the Bedford Substation site and located 1/2 mile North of Bedford near U.S. 62, consisting of 0.86 acre, and being conveyed to East Kentucky

RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.

27. All that tract of land known as the Bekaert Substation site and located approximately 3.3 miles west-southwest of Shelbyville, on the north side of the Norfolk Southern Railroad, consisting of 0.503 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Shelbyville-Shelby County Industrial Authority by deed dated April 25, 1990, and recorded in Deed Book 263, Page 244, Shelby County Clerk's Office.
28. All that tract of land known as the Berea Substation site and located 1 mile South of Kingston on Old Highway 25, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
29. All that tract of land known as the Berlin Substation site and located approximately 1,000 feet West of junction of New Sinai Road and Kentucky 10 at Berlin, consisting of 0.253 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 633, Bracken County Clerk's Office.
30. All that tract of land known as the Beulah Beam Substation site and located 4 miles East of Shepherdsville on North side of Kentucky Highway 44 in Bullitt County, consisting of 3.103 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Ina Lee and Harold Bale, et al., by deed dated June 10, 1993 and recorded in Deed Book 373, Page 793, Bullitt County Clerk's Office.
31. All that tract of land known as the Big Bone Substation site and located on the North side of Kentucky Highway 338, approximately 3/4 mile East of Big Bone Lick State Park, consisting of 1.245 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stelva Cornelius by deed dated August 14, 1975, and recorded in Deed Book 221, Page 289, Boone County Clerk's Office.
32. All that tract of land known as the Bledsoe Substation site and located on Kentucky Highway 221 at Hall Branch, consisting of 0.502 acre, and being conveyed to East Kentucky RECC from Theodore and Helen Coldiron by deed dated November 11, 1969, and recorded in Deed Book 182, Page 53, Harlan County Clerk's Office.
33. All that tract of land known as the Blevins Valley Substation site and located on Blevins Valley Road, about 2.2 miles south of the community of Preston, and being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Robinson and Oleta M. Robinson, by deed dated June 1, 2000, and recorded in Deed Book 194, Page 117, Bath County Clerk's Office.
34. All that tract of land known as the Bloomfield Substation site and located approximately 3 miles Northeast of Bloomfield on Kentucky 1066, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 610, Nelson County Clerk's Office.

35. All that tract of land known as the Blue Lick Substation site located in the county of Bullitt, consisting of 1.01 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
36. All that tract of land known as the Bonnieville Switching Station site and located 3/4 mile North of Bonnieville on the East side of U.S. 31W, consisting of 1.250 acres, and being conveyed to East Kentucky RECC from Charles and Mary Bowles by deed dated December 21, 1954, and recorded in Deed Book 76, Page 35, Hart County Clerk's Office.
37. All that tract of land known as the Bonnieville Substation site and located on the east side of U.S. Highway 31W, consisting of .753 acre, and being conveyed to East Kentucky Power Cooperative, Inc. From Douglas L. Thompson and Linda S. Thompson, his wife, by deed dated September 29, 1997, and recorded in Deed Book 226, Page 403, Hart County Clerk's Office.
38. All that tract of land known as the Boone Substation site and located at junction of Rouse Road and Camp Ernest Road near Union, KY, consisting of 6.227 acres, and being conveyed to East Kentucky RECC from James B. and Eunie A. Pettet by deed dated April 21, 1965, and recorded in Deed Book 166, Page 497, Boone County Clerk's Office, and from James B. and Eunie A. Pettet by deed dated May 12, 1971, and recorded in Deed Book 194, Page 12, Boone County Clerk's Office, and from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 90, Boone County Clerk's Office.
39. All that tract of land known as the Booneville Substation site and located 1 mile West of Booneville, consisting of 1.584 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Edna Fields Isaacs by deed dated June 2, 1977, and recorded in Deed Book 39, Page 396, Owsley County Clerk's Office.
40. All that tract of land known as the Bourne Substation site and located on Mt. Hebron Road, 3.6 miles East of a point on Highway 27, 0.4 mile South of Bryantsville, consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Clerk's Office.
41. All that tract of land known as the Bowen Substation site and located on the North side of Kentucky 15, approximately 1 mile South of Bowen, Kentucky, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charlie and Rena Faye Garrett by deed dated December 19, 1977, and recorded in Deed Book 78, Page 777, Powell County Clerk's Office.
42. All that tract of land known as the Bracken County Switching Station site and located on New Zion Road, approximately 1.8 miles Northwest of Berlin, Kentucky, consisting of 2.3 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rupert S. and Bethel H. Rees by deed dated December 23, 1980, and recorded in Deed Book 101, Page 105, Bracken County Clerk's Office.

43. All that tract of land known as the Bridgeport Substation site and located approximately 1/2 mile North of Bridgeport on Highway 1006, consisting of 0.993 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 219, Page 475, Franklin County Clerk's Office.
44. All that tract of land known as the Bridgeport #2 Substation site and located on the north side of Taylor Branch Road, about 4.7 miles west of the city of Frankfort, being conveyed to East Kentucky Power Cooperative, Inc. from Kenneth and Ora Burge by deed dated August 18, 1999, and recorded in Deed Book 440, Page 712, Franklin County Clerk's Office.
45. All that tract of land known as the Bristow Substation site and located at the intersection of Mt. Zion Road and U.S. 25, South of Devon, KY, consisting of 4.66 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Rodney S. and Jacqueline M. Cain by deed dated January 21, 1982, and recorded in Deed Book 255, Page 87, Kenton County Clerk's Office.
46. All that tract of land known as the Brodhead Substation site and located on Highway 150 North of the city limits of Brodhead, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 477, Rockcastle County Clerk's Office.
47. All that tract of land known as the Bronston Substation site and located Northwest of Kentucky State Highway 790, approximately 2 miles Southwest of its intersection with Highway 90, consisting of 1.963 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Hubert and Mildred Gibson, et al., by deed dated September 27, 1972, and recorded in Deed Book 330, Page 48, Pulaski County Clerk's Office.
48. All that tract of land known as the Brooks Microwave Tower site and located at the intersection of Ky. 1526 and Holsclaw Road in Bullitt County, consisting of 2.940 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated January 24, 1992, and recorded in Deed Book 351, Page 322, Bullitt County Clerk's Office.
49. All that tract of land known as the Brooks Substation site and located on the West side of State Highway 1820, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.
50. All that tract of land known as the Bullitt County Switching Station and located near Highway #480, approximately five miles from Shepherdsville, consisting of 4.996 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola Berman Ratliff and Otis Ratliff by deed dated July 9, 1996, and recorded in Deed Book 425, Page 224, Bullitt County Clerk's Office.
51. All that tract of land known as the Bullittsville Substation site and located 2.9 miles North of Burlington, on the Bullittsville-Burlington Road, consisting of 1.066 acres, and being conveyed to East Kentucky RECC from J. C. and Frances Hollis by deed dated

September 4, 1962, and recorded in Deed Book 155, Page 196, Boone County Clerk's Office.

52. All that tract of land known as the Bush Substation site and located on Kentucky Highway #80 and #1305 at Lida, Kentucky, consisting of 3.428 acres, and being conveyed to East Kentucky RECC from Jessie Lewis by deed dated April 25, 1997, and recorded in Deed Book 469, Page 32, Laurel County Clerk's Office.
53. All that tract of land known as the Cabin Hollow Substation site and located on Commerce Lane, consisting of 1.315 acres, and being conveyed to East Kentucky RECC from Wilma Ray Sears by deed dated May 22, 1997, and recorded in Deed Book 599, Page 478, Pulaski County Clerk's Office.
54. All that tract of land known as the Cagle Substation site and located on Ky. Highway 90 near Miller Road about 1.5 miles northwest of Albany, and consisting of 1.485 acres conveyed to East Kentucky Power Cooperative, Inc. from Cagle's-Keystone Foods, LLC by deed dated December 1, 1998, and recorded in Deed Book 110, Page 600, Clinton County Clerk's Office.
55. All that tract of land known as the Campbellsburg Substation site and located 1/2 mile Southeast of Campbellsburg on Bob White Lane, 1/4 mile Northeast of Ky. 55, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
56. All that tract of land known as the Campbellsville Substation site and located near the Campbellsville and Columbia Highway, consisting of 1 acre, more or less, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
57. All that tract of land known as the Campground Substation site and located 7 miles Southeast of London on Kentucky 229, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Clerk's Office.
58. All that tract of land known as the Campton Substation site and located on the Campton-Holly Road, consisting of 0.77 acre, and being conveyed to East Kentucky RECC from V.L. and Celia King by deed dated April 23, 1964, and recorded in Deed Book 63, Page 255, Wolfe County Clerk's Office.
59. All that tract of land known as the Carpenter Substation site and located East of Williamsburg on Highway 92, consisting of 0.45 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
60. All that tract of land known as the Carson Substation site and located 0.5 mile South of intersection of Dividing Ridge Road and Kentucky 47, consisting of 1.25 acres, and being conveyed to East Kentucky RECC from Annie and Robert A. Zoellner by deed

dated December 18, 1968, and recorded in Deed Book 68, Page 465, Carroll County Clerk's Office.

61. All that tract of land known as the Carter City Substation site and located Southeast of Carter City, consisting of 1.131 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 143, Page 525, and by deed dated January 1, 1994 and recorded in Deed Book 222 Page 274, both deeds of record in the Carter County Clerk's Office.
62. All that tract of land known as the Casey County Substation site and located along KY 49, approximately eight miles north of Liberty, Kentucky, consisting of 5.22 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Danny Helm and Juanita Helm, his wife, by deed dated April 18, 2000, and recorded in Deed Book 197, Page 664, Casey County Clerk's Office.
63. All that tract of land known as the Cave City Substation site and located Northwest of Kentucky 90 at intersection with Old Lexington-Nicholasville Road, consisting of 1.497 acres, and being conveyed to East Kentucky RECC from Dogue Carver by deed dated August 27, 1970, and recorded in Deed Book 184, Page 167, Barren County Clerk's Office.
64. All that tract of land known as the Cave Run Substation site and located West of Highway 801, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Luma and Marjorie Armstrong by deed dated December 16, 1971, and recorded in Deed Book 95, Page 41, Rowan County Clerk's Office.
65. All that tract of land known as the Cedar Grove Substation site and located about 1.25 miles east of Cedar Grove, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Iola and Otis Ratliff by deed dated July 29, 1980, and recorded in Deed Book 238, Page 434, Bullitt County Clerk's Office.
66. All that tract of land known as the Chad Substation site and located near Route 522, near Cumberland, consisting of 1.58 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from G. B. Nolan, et al., by deed dated March 23, 2001, and recorded in Deed Book 363, Page 128, Harlan County Clerk's Office.
67. All that tract of land known as the Charters Substation site and located 1/2 mile West of Charters on Highway 10, consisting of 1.32 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 111, Page 404, Lewis County Clerk's Office.
68. All that tract of land known as the Clay City Substation site and located on the South side of the Ships Branch Road on the Northeast side of Mountain Parkway approximately .79 miles Northwest of Clay City interchange, consisting of 2.8 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dollie Lucas by deed dated June 28, 1985, and recorded in Deed Book 94, Page 280, Powell County Clerk's Office.

69. All that tract of land known as the Clay Lick Substation site and located along U.S. 127 at Salvisa, consisting of 1.4 acres, and being conveyed to East Kentucky RECC from James Herbert Brown and Hazel G. Brown by deed dated July 22, 1997, and recorded in Deed Book 267, Page 144, Mercer County Clerk's Office.
70. All that tract of land known as the Clay Village Substation site and located 4 miles East of Shelbyville on Route 60, consisting of 0.572 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
71. All that tract of land known as the Coburg Substation site and located in the settlement of Kelleyville, KY, containing 102 Sq. Poles and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
72. All that tract of land known as the Colemansville Substation site and located on Kentucky 1032 at Colemansville, consisting of 0.286 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
73. All that tract of land known as the Colemansville Substation #2 site and located near the intersection of Kentucky Highway 1054 and Kentucky Highway 1032, consisting of 0.976 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Anne E. Dennis and Clarence Dennis, her husband by deed dated June 21, 2002, and recorded in Deed Book 257, Page 793, Harrison County Clerk's Office
74. All that tract of land known as the Colesburg Substation site and located 9.9 miles East of Elizabethtown on Highway 92, consisting of 1.72 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Nolin RECC by deed dated January 1, 1979, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
75. All that tract of land known as the Columbia Substation site and located on the North side of Industry Road and approximately 150 feet East of intersection of Kentucky Highway 55 and Industry Road, consisting of .29 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 145, Page 193, Adair County Clerk's Office.
76. All that tract of land known as the Cooper Microwave Tower site and located in Pulaski County, and being conveyed to East Kentucky RECC from Beatty J. and Pauline Vaught by easement dated March 3, 1967, and recorded in Deed Book 274, Page 586, Pulaski County Clerk's Office.
77. All that tract of land known as the Cox's Creek Substation site located at the intersection of U.S. Highway No. 31 and Kentucky Highway No. 509, approximately 6 miles north of the city of Bardstown, consisting of 1.484 acres and recorded in Deed Book 316, Page 149, Nelson County Clerk's Office.

78. All that tract of land known as the Creston Substation site located near Kentucky Highway 70, approximately 7.8 miles west of Liberty, consisting of 2.330 acres and recorded in Deed Book 191, Page 610, Casey County Clerk's Office.
79. All that tract of land known as the Crittenden Service Center Property site located on the west side of Future Miller Road, 420' North of U.S. 25, consisting of 2.3547 acres and recorded in Deed Book 237, Page 362, Grant County Clerk's Office.
80. All that tract of land known as the Crockett Substation Site and located 7.6 miles northeast of West Liberty on Kentucky Highway #172 in Morgan County, Kentucky, consisting of 1.372 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Menno N. Rissler and Lois E. Rissler, his wife, by Deed dated June 12, 1995, and recorded in Deed Book 169, Page 203, Morgan County Clerk's Office.
81. All that tract of land known as the Cumberland Falls Substation site and located approximately 9 miles South of Corbin, Ky. on Highway 25, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
82. All that tract of land known as the Cynthiana Substation site and located South of Cynthiana on Highway 27, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
83. All that tract of land known as the Darwin Thomas Substation site and located on Hochstrasser Land at the intersection of Washburn Lane, consisting of 1.613 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. and Patricia W. Tucker by deed dated April 1, 1996, and recorded in Deed Book 117, Page 714, Spencer County Clerk's Office.
84. All that tract of land known as the Davis Substation site and located on the North side of Walnut Hill Road, consisting of 0.946 acre, and being conveyed to East Kentucky RECC from William and Catherine Hammond by deed dated November 29, 1971, and recorded in Deed Book 1032, Page 100, Fayette County Clerk's Office.
85. All that tract of land known as the Denny Switching Station site and located 2,000 feet Southeast of Denny Gap and 200 feet South of a county road intersection with Kentucky 776, consisting of 4.058 acres, and being conveyed to East Kentucky RECC from Teer Bryant by deed dated April 4, 1977, and recorded in Deed Book 160, Page 458, Wayne County Court Clerk's Office, and from Teer Bryant by deed dated June 3, 1964, and recorded in Deed Book 117, Page 440, Wayne County Clerk's Office.
86. All that tract of land known as the Devon Switching Station site and located between U.S. 25 and the Southern Railroad 2 miles South of Devon, consisting of 0.086 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated October 1, 1955, and recorded in Deed Book 129, Page 218, Boone County Clerk's Office.

87. All that tract of land known as the Downing Substation site and located on the north side of Elijah's Creek Road about 1.2 miles northeast of Hebron, consisting of 10.202 acres, and being conveyed to East Kentucky RECC from Vera Dolwick, et al, by deed dated May 8, 1997, and recorded in Deed Book 649, Page 224, Boone County Clerk's Office.
88. All that tract of land known as the Duro Substation site and located West of the Boone-Kenton county line and East of the Richwood Industrial Dev. Corp. property near U.S. Highway 25 in Boone County, consisting of 1.233 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Robert L. Benton, et al., by deed dated July 16, 1991, and recorded in Deed Book 462, Page 71, Boone County Clerk's Office.
89. All that tract of land known as the East Bardstown Substation site and located on the East side of U.S. 62 about 1 mile from Bardstown Courthouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.
90. All that tract of land known as the East Bernstadt Substation site and located approximately 2 miles North of East Bernstadt on Route 30, consisting of 1.92 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 191, Page 320, Laurel County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Robert and Ada Desurne by deed dated March 31, 1981, and recorded in Deed Book 296, Page 296, Laurel County Clerk's Office.
91. All that tract of land known as the East Bernstadt Substation site and located in Laurel County beginning at an iron pin set at a corner fence post at the eastern most point of the Blunski parent tract and consisting of 3.272 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Albert J. Blunski and Betty Ann Blunski by deed dated July 22, 2002, and recorded in Deed Book 543, Page 536, Laurel County Clerk's Office.
92. All that tract of land known as the East Campbellsville Substation site and located on the east side of Kentucky Highway #3518 – Water Tower Bypass, consisting of 1.768 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from CTC Industrial Foundation, Inc. by deed dated September 20, 2001, and recorded in Deed Book 229, Page 599, Taylor County Clerk's Office.
93. All that tract of land known as the East London Substation site and located approximately 2.2 miles East of Interstate 75 in London, Ky., consisting of 3.92 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Laurel County Industrial Development by deed dated December 19, 1980, and recorded in Deed Book 294, Page 720, Laurel County Clerk's Office.
94. All that tract of land known as the East Pine Knot Substation site and located on the waters of Clear Creek, near Kentucky Highway #1044, being conveyed to East Kentucky Power Cooperative, Inc. from Bank of McCreary County by deed dated

October 30, 2000, and recorded in Deed Book 155, Page 159, McCreary County Clerk's Office.

95. All that tract of land known as the East Somerset Substation site and located on North side of Highway 80, approximately 3/4 mile East of Kentucky 192 and Highway 80 intersection, consisting of 1.217 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Bernice Garner, et al., by deed dated April 6, 1978, and recorded in Deed Book 380, Page 515, Pulaski County Clerk's Office.
96. All that tract of land known as the Eberle Substation site and located 0.4 mile Northwest of Mt. Zion Cemetery, near Cornette on a county road, consisting of 0.706 acre, and being conveyed to East Kentucky RECC from Ford and Rebecca Carter by deed dated September 26, 1968, and recorded in Deed Book 190, Page 61, Laurel County Clerk's Office.
97. All that tract of land known as the Elizabethtown Substation site and located 2 miles North of Elizabethtown on Old Highway 31W, consisting of 0.955 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 544, Hardin County Clerk's Office.
98. All that tract of land known as the Elizabethtown Switching Station site and located 0.5 mile West of U.S. 31 in Elizabethtown, Ky., consisting of 0.25 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from John and Louise Ashcraft by deed dated December 23, 1981, and recorded in Deed Book 436, Page 110, Hardin County Clerk's Office.
99. All that tract of land known as the Elizabethtown #2 Substation site and located approximately 2.2 miles north of Elizabethtown on the west side of the existing East Kentucky Power Cooperative, Elizabethtown Substation, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph C. Zeitz by deed dated September 24, 2001, and recorded in Deed Book 1012, Page 683, Hardin County Clerk's Office.
100. All that tract of land known as the Elliottville Substation site and located North of Kentucky Highway 32, approximately 1.5 miles West of Elliottville, consisting of 0.906 acre, and being conveyed to East Kentucky RECC from Roy and Madeline Fouch by deed date September 17, 1973, and recorded in Deed Book 98, Page 743, Elliott County Clerk's Office.
101. All that tract of land known as the Emanuel Substation site and located on Kentucky 229 approximately 1 mile off Highway 25E West of Barbourville, consisting of 0.261 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 133, Page 239, Knox County Clerk's Office.
102. All that tract of land known as the Emanuel Substation site and located 1.01 miles north of the intersection of Highway 229 and U.S. Highway 25E at Baileys Switch, consisting of 1.446 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Alvin

Dunn and Bonnie Dunn, his wife, by deed dated September 24, 1998, and recorded in Deed Book 303, Page 185, Knox County Clerk's Office.

103. All that tract of land known as the Fall Rock Substation site and located at junction of U.S. 421 and 11, consisting of 0.49 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
104. All that tract of land known as the Fall Rock Substation site located on US 421, Manchester, KY (Clay Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Fred and Donna Jean Jackson, by deed dated April 30, 2000, and recorded in Deed Book 254, Page 374, Clay County Clerk's Office.
105. All that tract of land known as the Fawkes Switching Station site and located on Goggins Lane in Madison County, consisting of 4.948 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Connie Clouse by deed dated March 1, 1991, and recorded in Deed Book 413, Page 415, Madison County Clerk's Office.
106. All that tract of land known as the Fayette #1 Substation site and located approximately 4 miles Southeast of Lexington, Ky., on Armstrong Mill Road, consisting of 3.126 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mary Sayre Williams Combs by deed dated January 20, 1977, and recorded in Deed Book 1163, Page 671, Fayette County Clerk's Office.
107. All that tract of land known as the Fern Leaf Substation site and located off Kentucky Highway 10, consisting of 0.545 acre, and being conveyed to East Kentucky RECC from Lynn and June Adams by deed dated July 2, 1973, and recorded in Deed Book 190, Page 199, Mason County Clerk's Office.
108. All that tract of land known as the Fitchburg Substation site and located approximately 3.4 miles on Ky. 975 after going through Fitchburg, consisting of 0.1 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
109. All that tract of land known as the Flemingsburg Substation site and located on Kentucky Highway 57, 2 miles West of Flemingsburg, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated June 17, 1965, and recorded in Deed Book 123, Page 226, Fleming County Clerk's Office.
110. All that tract of land known as the Floyd Substation site and located 9 miles North of Somerset off U.S. 27, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
111. All that tract of land known as the Folsom Microwave Tower site and located in Grant County, and being conveyed to East Kentucky RECC from Orville Beach by easement dated May 31, 1960, and recorded in Deed Book 91, Page 186, Grant County Court

Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Stephen L. Bates, Master Commissioner of the Grant Circuit Court on behalf of George and Barbara Eldridge by Special Commissioner's Deed of Easement dated September 25, 1984 and recorded in Deed Book 153, Page 180, Grant County Clerk's Office.

112. All that tract of land known as the Ford Microwave Tower site and located in Clark County 8 miles from Winchester on the Ford Road, and being conveyed to East Kentucky RECC from Ollie and Lillie Dykes by easement dated April 4, 1955, and recorded in Deed Book 149, Page 568, Clark County Clerk's Office.
113. All that tract of land known as the Fort Knox Substation site and located on the Southwest side of South Boundary Road to Southeast of intersection of South Boundary Road and Johnson Road, consisting of 1.97 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from David and Deborah Yates by deed dated December 6, 1985, and recorded in Deed Book 558, Page 297, Hardin County Clerk's Office.
114. All that tract of land known as the Four Oaks Substation site and located near Four Oaks on Highway 27, consisting of 1.7 acres, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 115, Page 23, Pendleton County Clerk's Office.
115. All that tract of land known as the Fox Hollow (Beckton Junction) Substation site and located on Tomkinsville Road, Glasgow, Kentucky (Barren Co.) and being conveyed to East Kentucky Power Cooperative, Inc. from Ruthine E. Nuchols by deed dated December 21, 2000, and recorded in Deed Book 251, Page 744, and Deed Book 239, Page 297 (2 parcels), Barren County Clerk's Office.
116. All that tract of land known as the Fredricksburg Substation site and located on the north side of Kentucky Highway 529 in the area known as Booker, and being conveyed to East Kentucky RECC from William Smith and Lillian Smith, his wife, by deed dated March 25, 1999, and recorded in Deed Book 256, Page 578, Washington County Clerk's Office.
117. All that tract of land known as the Frenchburg Substation site and located approximately 1 mile Northeast of Frenchburg on Highway 36, consisting of 0.36 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 37, Page 369, Menifee County Clerk's Office.
118. All that tract of land known as the Gallatin County Substation site and located about 6.3 miles West of Warsaw, Kentucky, off Kentucky Highway No. 42, near the Gallatin-Carroll County line and consisting of 3.140 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Gallatin Steel Company by deed dated November 15, 1994 and recorded in Deed Book 67, Page 87, Gallatin County Clerk's Office.
119. All that tract of land known as the Garrard County Substation site and located on the north side of Kentucky Highway 52, about 0.8 mile east of the center of the town of Lancaster, being conveyed to East Kentucky RECC from Ronald Smallwood by deed dated May 7, 1999, and recorded in Deed Book 190, Page 155, Garrard County Clerk's Office.

120. All that tract of land known as the Glendale Substation site and located near the intersection of Kentucky Highway 222 and Old 31W, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.
121. All that tract of land known as the Goddard Microwave Tower site and located in Fleming County near Pea Ridge Road, consisting of 2.87 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie and Gladys Bays by deed dated March 16, 1988, and recorded in Deed Book 165, Page 325, Fleming County Clerk's Office.
122. All that tract of land known as the Goddard Microwave Tower site #2 and located in Fleming County beginning at an iron pin set at fence corner in the southerly right-of-way of Goddard Road, consisting of 8.126 acres, and being conveyed to East Kentucky Power Cooperatives, Inc. from James L. Meade and Nora Meade, his wife by deed dated January 12, 2002, and recorded in Deed Book 210, Page 96, Fleming County Clerk's Office.
123. All that tract of land known as the Goddard Switching Station site and located 1 mile Northeast of Goddard, consisting of 2.31 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated April 1, 1955, and recorded in Deed Book 114, Page 508, Fleming County Clerk's Office, and from Charles and Edna McKee by deed dated November 4, 1965, and recorded in Deed Book 123, Page 390, Fleming County Clerk's Office
124. All that tract of land known as the Goodnight Substation site and located in Barren County, consisting of approximately 0.60 acres, more or less, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
125. All that tract of land known as the Goose Rock Substation site and located approximately 5.5 miles Southeast of Manchester on Highway 80, consisting of 1.67 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 431, Clay County Clerk's Office.
126. All that tract of land known as the Gordon Substation site and located approximately 3 miles Northwest of Cumberland, Ky., on Kentucky 160, consisting of 0.57 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 184, Page 139, Letcher County Clerk's Office.
127. All that tract of land known as the Gospel Hill Substation site and located West of Martin Hill Road, 330 feet of intersection of Kentucky Highway 44 and the West line of Martin Hill Road, consisting of 0.84 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 234, Bullitt County Clerk's Office.

128. All that tract of land known as the Grants Lick Substation site and located 1 mile South of Grants Lick on Highway 27, consisting of 0.987 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 132, Page 180, Campbell County Clerk's Office.
129. All that tract of land known as the Grants Lick Substation Addition site and located on the south side of Old Herringer Road, consisting of 0.987 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Harry W. Darlington and Dorothy L. Darlington by deed dated March 7, 1997, and recorded in Deed Book 226, Page 88, Campbell County Clerk's Office.
130. All that tract of land known as the Greasy Creek Substation site and located North of Kentucky Highway 221 approximately .57 mile West of Kentucky Highway 2009 and 7.4 miles West of Pine Mountain, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Alonzo, Sr. and Gladys Turner by deed dated April 14, 1988, and recorded in Deed Book 278, Page 561, Harlan County Clerk's Office.
131. All that tract of land known as the Green County Switching Station site and located approximately 1 mile North of Greensburg on East side of Kentucky 61, consisting of 6.118 acres, and being conveyed to East Kentucky RECC from O.D. and Rosie Parson by deed dated August 23, 1967, and recorded in Deed Book 108, Page 31, Green County Clerk's Office.
132. All that tract of land known as the Green Hall Substation site and located near Kentucky Highway #1071, being conveyed to East Kentucky Power Cooperative, Inc. from Billy S. Pierson by deed dated June 2, 1999, and recorded in Deed Book 154, Page 603, Jackson County Clerk's Office.
133. All that tract of land known as the Green River Plaza Substation site and located 1/4 mile Southwest of Campbellsville city limits on New Columbia-Campbellsville Road, Kentucky Highway 55 in Taylor County, consisting of 0.96 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated February 3, 1992, and recorded in Deed Book 180, Page 201, Taylor County Clerk's Office.
134. All that tract of land known as the Greenbriar Substation site and located 1.95 miles North of Manchester near Highway 11/421 in Clay County, consisting of 10.397 acres, and being a portion of property conveyed to East Kentucky Power Cooperative, Inc. from Dennis and Nadine Smith by deed dated April 30, 1990, and recorded in Deed Book 202, Page 145, Clay County Clerk's Office.
135. All that tract of land known as the Greensburg Microwave Tower site and located in Green County and being conveyed to East Kentucky RECC from Garnett and Ethel Milby by easement dated August 29, 1955, and recorded in Deed Book 84, Page 229, Green County Court Clerk's Office, and to East Kentucky Power Cooperative, Inc. from Walter R. Milby and Nancy Milby by easement dated March 28, 1985 and recorded in Deed Book 150, Page 157, Green County Clerk's Office.

136. All that tract of land known as the Greensburg Substation site and located near Green County Road and Kentucky State Road 61, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
137. All that tract of land known as the Griffin Substation site and located off Kentucky 17, 5.5 miles Northwest of Falmouth, consisting of 0.914 acres, and being conveyed to East Kentucky RECC from Dewey and Elizabeth Campbell by deed dated January 19, 1965, and recorded in Deed Book 109, Page 335, Pendleton County Court Clerk's Office.
138. All that tract of land known as the H.T. Adams Substation site and located on the East side of Kentucky 1915, approximately 1 mile from the intersection of Highway 1915 and U.S. 68, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William D. McCroskey, et al., by deed dated December 30, 1988, and recorded in Deed Book 227, Page 377, Mercer County Clerk's Office.
139. All that tract of land known as the Hargett County Substation site and located approximately 0.94 mile north of Hargett on the north side of Iron Works Road and on the west side of Kentucky Highway 82, being conveyed to East Kentucky RECC from Christopher S. Rader by deed dated April 20, 1998, and recorded in Deed Book 227, Page 369, Estill County Clerk's Office.
140. All that tract of land known as the Harrodsburg Industrial Park Substation site and located in the Harrodsburg-Mercer Industrial Park northwest of Moberly Road near Harrodsburg in Mercer County, Kentucky, consisting of 1.50 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bay West Paper Corporation by deed dated February 7, 1995 and recorded in Deed Book 454, Page 29, Mercer County Clerk's office.
141. All that tract of land known as the Harrodsburg Industrial Park Substation Site and located at the southwest corner of the Harrodsburg-Mercer Industrial Park northwest of Moberly Road, near Harrodsburg, consisting of 1.5 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Bay West Paper Corp., by Deed dated February 7, 1995, and recorded in Deed Book 254, Page 29, Mercer County Clerk's Office.
142. All that tract of land known as the Headquarters Substation site and located 1,000 feet West of Headquarters on Saltwell Road, consisting of 0.31 acre, and being conveyed to East Kentucky RECC from Harrison County RECC by deed dated January 1, 1967, and recorded in Deed Book 63, Page 528, Nicholas County Clerk's Office.
143. All that tract of land known as the Helechawa Substation site and located at the junction of Highways 191 and 205, consisting of 0.611 acres, and being conveyed to East Kentucky RECC from Ray and Cleta Gullett by deed dated August 20, 1962, and recorded in Deed Book 62, Page 329, Wolfe County Clerk's Office.
144. All that tract of land known as the Hickory Plains Substation site and located near Berea on old U.S. Highway 25, consisting of 0.33 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Blue Grass Energy Cooperative Corporation by deed

dated March 25, 1998, and recorded in Deed Book 492, Page 440, Madison County Clerk's Office.

145. All that tract of land known as the High Rock Substation site and located on the east side of Kentucky Highway 1639, consisting of 0.055 acre, and being conveyed to East Kentucky Power Cooperative, Inc. by deed dated August 1, 2002, and recorded in Deed Book 146, Page 597, Powell County Clerk's Office.
146. All that tract of land known as the Highland Substation site and located approximately 1 mile North of Highland on U.S. 27, consisting of 0.298 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 157, Page 401, Lincoln County Clerk's Office.
147. All that tract of land known as the Hilda Substation site and located 2 miles West of Morehead on North side of Kentucky 32, consisting of 0.985 acres, and being conveyed to East Kentucky RECC by deed dated June 27, 1967, and recorded in Deed Book 82, Page 624, Rowan County Clerk's Office.
148. All that tract of land known as the Hillsboro Substation site and located approximately 1/10 mile South of Hillsboro, Kentucky on Highway 11, consisting of 2.3 acres, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 127, Page 324, Fleming County Clerk's Office.
149. All that tract of land known as the Hinkle Substation site and located on East side of Kentucky 1304 near Bimble, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Belle Mills by deed dated August 18, 1981, and recorded in Deed Book 202, Page 46, Knox County Clerk's Office.
150. All that tract of land known as the Hinkston Substation site and located on the East side of Hinkston Road, 0.2 mile South of Interstate 64 near Mt. Sterling, Ky., consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Midland Trail Industrial Park by deed dated January 12, 1948, and recorded in Deed Book 168, Page 487, Montgomery County Clerk's Office.
151. All that tract of land known as the Hodgenville Substation site and located on the North side of U.S. 31E about 1 1/2 miles East of Hodgenville, consisting of 1.44 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Larue County Clerk's Office.
152. All that tract of land known as the Holloway Substation site and located 3.5 miles Northwest of Nicholasville on U.S. 68, consisting of 1.095 acres, and being conveyed to East Kentucky RECC from Thomas and A. Kennon Baker by deed dated November 2, 1965, and recorded in Deed Book 88, Page 101, Jessamine County Clerk's Office.
153. All that tract of land known as the Hope Substation site and located at Hope, Kentucky on Hope-Preston or Mill Creek Road, consisting of 1.03 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 125, Page 267, Montgomery County Clerk's Office.

154. All that tract of land known as the Horse Cave Microwave Tower site and located North of Kentucky 218 on Whootens Knob, approximately 2 miles East of Horse Cave in Hart County, consisting of 1.966 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Sherman McDaniels, et al., by deed dated November 18, 1977, and recorded in Deed Book 138, Page 462, Hart County Clerk's Office.
155. All that tract of land known as the Howe Valley Microwave Tower site and located near the Old Shipley Graveyard in Hardin County, consisting of 0.2 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Co. by deed dated January 22, 1992, and recorded in Deed Book 725, Page 35, Hardin County Clerk's Office.
156. All that tract of land known as the Hunt Substation site and located approximately 1 mile South of Hunt, Ky., #974, consisting of 1.21 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
157. All that tract of land known as the Index Substation site and located East of Kentucky 191, 0.5 mile East of intersection of U.S. 460, consisting of 1.376 acres, and being conveyed to East Kentucky RECC from Victorine May, et al., by deed dated January 8, 1973, and recorded in Deed Book 111, Page 311, Morgan County Clerk's Office.
158. All that tract of land known as the Ingle Substation site and located on Highway 837, about 7.4 miles Southwest of Nancy, Ky., consisting of 0.23 acre, and being conveyed to East Kentucky RECC from Cleo and Leatra Whittle by deed dated May 19, 1972, and recorded in Deed Book 325, Page 455, Pulaski County Clerk's Office.
159. All that tract of land known as the J.B. Galloway Substation site and located at the intersection of Old U.S. 68/KY 80 and relocated U.S. 68/KY 80, 4 miles West of Edmonton, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.O. and Joy Shive by deed dated July 13, 1989, and recorded in Deed Book 81, Page 344, Metcalfe County Clerk's Office.
160. All that tract of land known as the Jacksonville Substation site and located on the north side of Kentucky Highway #1876 (Clay-Kiser Road) about 4.7 miles Northwest of Paris, Ky., consisting of 2.227 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Carey and Norma Adair by deed dated April 12, 1996, and recorded in Deed Book 224, Page 381, Bourbon County Clerk's Office.
161. All that tract of land known as the Jamestown District Substation site and located in Russell County, Kentucky, lying near Kentucky Highway #92, consisting of 3.697 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from John Blankenship, Jr. and Jeanette Blankenship, husband and wife, by deed dated August 27, 2002, and recorded in Deed Book 207, Page 414, in the Russell County Clerk's Office.
162. All that tract of land known as the Jeffersonville Substation site and located on the south side of Kentucky Highway #1050 about 3.8 miles East of Jeffersonville, near Little Ella Church in Montgomery County, Ky., consisting of 1.661 acres, and being conveyed to

East Kentucky Power Cooperative, Inc. by deed of correction dated February 20, 1996, and recorded in Deed Book 220, Page 380, Montgomery County Clerk's Office.

163. All that tract of land known as the Jellico Creek Substation site and located North of Highway 92, consisting of 1.098 acres, and being conveyed to East Kentucky RECC from Sarah Creekmore, et al., by deed dated September 12, 1973, and recorded in Deed Book 246, Page 43, Whitley County Clerk's Office.
164. All that tract of land known as the Jenny Wiley Substation site and located 0.5 mile North of the intersection of U.S. 23 and KY 1107 near Auxier, consisting of 0.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Auxier Road Real Estate Co. by deed dated June 28, 1978, and recorded in Deed Book 234, Page 533, Floyd County Clerk's Office.
165. All that tract of land known as the Jericho Substation site and located on Kentucky Highway #153, consisting of 1.377 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Kelly's Restaurant, Inc. by deed dated September 18, 1996, and recorded in Deed Book 192, Page 333, Henry County Clerk's office.
166. All that tract of land known as the Kargle Substation site and located in the Elizabethtown Industrial Park on U.S. Highway 62, southwest of Elizabethtown, consisting of 0.75 acre, and conveyed to East Kentucky Power Cooperative, Inc. from A. P. Technoglass Corp. by deed dated June 14, 1988, and recorded in Deed Book 632, Page 273, Hardin County Clerk's Office.
167. All that tract of land known as the Keavy Substation site and located near Keavy, West of KY 312, consisting of 1.34 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Otis and Doris Williams by deed dated October 17, 1975, and recorded in Deed Book 243, Page 83, Laurel County Clerk's Office.
168. All that tract of land known as the Keith Substation site and located 3 miles South of Owenton, 500 feet South of the intersection of KY 227 and KY 330, consisting of 1.483 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy L. and Dorothy Millers, et al., by deed dated March 29, 1975, and recorded in Deed Book 129, Page 632, Owen County Clerk's office.
169. All that tract of land known as the Kenton County Switching Station site and located on North side of Highway 16 and about 1,500 feet Northwest of Highway 16 and Bank Lick Road intersection, consisting of 4.194 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Earl and Pearl Perrin by deed dated July 24, 1980, and recorded in Deed Book 241, Page 104, Kenton County Clerk's Office.
170. All that tract of land known as the Knob Lick Substation site and located on outskirts of Knob Lick, Ky., on Highway 70, consisting of 1 acre, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 55, Page 242, Metcalfe County Clerk's Office.
171. All that tract of land known as the Lancaster Substation site and located approximately 5 miles North of Lancaster on Highway 39, consisting of 0.621 acre, and being

conveyed to East Kentucky RECC from Inter-County RECC and Opal McMillian by deed dated January 1, 1967, and recorded in Deed Book 94, Page 63, Garrard County Court Clerk's Office.

172. All that tract of land known as the Laurel County Industrial Park Substation Site and located approximately 3 miles west of Interstate Highway I-75 at the Kentucky Highway 80 interchange, and lying between Sinking Creek Road (KY #1535) and Fairview Road in Laurel County, Kentucky, consisting of 1.774 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Laurel County Industrial Development Authority by Deed dated March 23, 1995, and recorded in Deed Book 443, Page 485, Laurel County Clerk's Office.
173. All that tract of land known as the Laurel Switching Station site and located in Laurel County, consisting of 4.14 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Denver and Opal Patton by deed dated June 18, 1980, and recorded in Deed Book 290, Page 182, Laurel County Clerk's Office.
174. All that tract of land known as the Lebanon Junction Switching Station site and located on KY 155 approximately 1.5 miles from the junction with county road on left, consisting of 3.739 acres, and being conveyed to East Kentucky RECC from Marcus and Elizabeth Clark by deed dated January 29, 1963, and recorded in Deed Book 79, Page 363, Bullitt County Clerk's Office.
175. All that tract of land known as the Lebanon Substation site and located on Harrison Street at Southeast city limits of Lebanon, consisting of 0.303 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed date January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
176. All that tract of land known as the Lees Lick Substation site and located at Lees Lick, consisting of 0.52 acre, and being conveyed to East Kentucky RECC from Harrison Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 131, Page 893, Harrison County Clerk's Office.
177. All that tract of land known as the Lees Lick Substation Addition site and located at Lees Lick, near the Lees Lick-Connersville Road, about 9.1 miles southwest of Cynthiana, consisting of .259 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Kevin Moore and Janet Moore, his wife, by deed dated July 2, 2001, and recorded in Deed Book 249, Page 225, Harrison County Clerk's Office.
178. All that tract of land known as the Leon Substation site and located approximately 3 miles South of Grayson, Ky., on Highway 7, consisting of 0.388 acre, and being conveyed to East Kentucky RECC from Grayson Co. RECC by deed dated January 1, 1967, and recorded in Deed Book 143, page 525, Carter County Clerk's Office.
179. All that tract of land known as the Liberty Junction Switching Station site and located on Southwest side of a county road near Lawborn Hill, approximately 2.5 miles Southeast of Yosemite, consisting of 1.748 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clifford and Elizabeth Wesley by deed dated June 10, 1977, and recorded in Deed Book 98, Page 186, Casey County Clerk's Office.

180. All that tract of land known as the Lily Tulip Capacitor Bank site and located on South side of Summers Land about 6.5 miles East of Bardstown, about 1.5 miles South of Woodlawn, consisting of 2.002 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Anthony and Charlotte Hagan by deed dated October 2, 1992, and recorded in Deed Book 298, Page 577, Nelson County Clerk's Office.
181. All that tract of land known as the Logan Substation site and located on Highway 55, South of Shelbyville, consisting of 1.07 acres, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
182. All that tract of land known as the T. Brown Logsdon Substation site and located approximately 1.3 miles north of Vine Grove between Hill Street and Lorraine Street, being conveyed to East Kentucky RECC from Robert Stiles and Linda L. Stiles, his wife, by deed dated April 17, 1998, and recorded in Deed Book 899, Page 247, Hardin County Clerk's Office.
183. All that tract of land known as the Long Run Substation site and located along Kentucky 362, Aiken Road, being conveyed to East Kentucky Power Cooperative, Inc. from Lynn R. Stuedle and Ruth Ann Hodges, co-executors of the Estate of Mary F. Stuedle, by deed dated February 17, 2000, and recorded in Deed Book 380, Page 281, Shelby County Clerk's Office.
184. All that tract of land known as the Loretto Substation site and located approximately 6 miles Northwest of Lebanon on Highway 52, consisting of 0.516 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 88, Page 200, Marion County Clerk's Office.
185. All that tract of land known as the Lotus Substation site and located on a paved road near Lotus, opposite the Lotus Warehouse, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
186. All that tract of land known as the Low Gap Substation site and located on Kentucky Highway 2, Green, KY (Greenup Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Daniel and Jo Ann Brown, by deed dated April 19, 2000, and recorded in Deed Book 477, Page 359, Greenup County Clerk's Office.
187. All that tract of land known as the Lyman B. Williams Substation site and located near U. S. Highway #62, about 3.5 miles East of Elizabethtown, consisting of 0.613 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Joseph Paul and Linda C. Caldwell by deed dated December 14, 1995, and recorded in Deed Book 830, Page 540, Hardin County Court Clerk's Office.
188. All that tract of land known as the Maggard Substation site and located approximately 8.2 miles North of Salyersville on Highway 7, East approximately 4.6 miles on Highway 1081, consisting of 0.727 acre, and being conveyed to East Kentucky RECC from Dud

and Ruby Howard by deed dated December 26, 1963, and recorded in Deed Book 93, Page 10, Magoffin County Clerk's Office.

189. All that tract of land known as the Magnolia Substation site and located in Larue County off New Highway 31E, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 547, Larue County Clerk's Office.
190. All that tract of land known as the Magoffin County Switching Station site and located on the Northwest side of Meadows Road near Meadows Branch between Sublett and Royaltan in Magoffin County, consisting of 21.267 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Una Howard by deed dated July 3, 1990, and recorded in Deed Book 139, Page 762, Magoffin County Clerk's Office.
191. All that tract of land known as the Maplesville Substation site and located 4.3 miles Northeast of London on Kentucky Highway 638 in Laurel County, consisting of 4.278 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walter Maples, et al., by deed dated September 24, 1990, and recorded in Deed Book 382, Page 135, Laurel County Clerk's Office.
192. All that tract of land known as the Maretburg Substation site and located at the Northwest corner of the Mt. Vernon Plastics, Inc. property, consisting of 1.08 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Mt. Vernon Plastics Corp. by deed dated February 25, 1988, and recorded in Deed Book 133, Page 301, Rockcastle County Clerk's Office.
193. All that tract of land known as the Mariba Substation site located on Kendrick Ridge Road in Mariba, Kentucky, about 6.2 miles southeast of Frenchburg, Kentucky, consisting of 1.291 acres, and recorded in Deed Book 70, Page 64, Menifee County Clerk's Office.
194. All that tract of land known as the Marion County Substation site and located in the Marion County Industrial Foundation, Industrial Park Subdivision about 2.2 miles southwest of Lebanon, near Ky. Highway 208, consisting of 2.083 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Marion County Industrial Foundation, Inc. by deed dated February 15, 1995 and recorded in Deed Book 178, Page 683, Marion County Clerk's office.
195. All that tract of land known as the Martin County Substation site and located on the East side of Kentucky 40 near Johnson-Martin county line, consisting of 1.07 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas and Della Wilson by deed dated December 14, 1982, and recorded in Deed Book 92, Page 46, Martin County Clerk's Office.
196. All that tract of land known as the Maysville-Mason County Industrial Park Substation site and located on Lot #3 on Minor Subdivision Plat, consisting of 1.608 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Maysville-Mason County Industrial Development Authority by deed dated February 14, 1997, and recorded in Deed Book 268, Page 599, Mason County Clerk's Office.

197. All that tract of land known as the Maytown Substation site and located on the East side of Kentucky 1010, 0.3 mile Northeast of Kentucky 946 near Maytown, consisting of 1.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stephen M. Genedon, by deed dated September 21, 1981, and recorded in Deed Book 132, Page 774, Morgan County Clerk's Office.
198. All that tract of land known as the Mazie Substation site and located approximately 4.5 miles West of Martha, Ky., on Highway 32, consisting of 0.756 acre, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 148, Page 46, Lawrence County Clerk's Office.
199. All that tract of land known as the McCreary County Substation site and located on the South side of Round Top Road, approximately 1.6 miles Southwest of Revelo, off Kentucky Highway 742 near Hickory Grove, consisting of 13.375 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tim and Patsy Cox by deed dated April 11, 1992, and recorded in Deed Book 123, Page 96, McCreary County Clerk's Office.
200. All that tract of land known as the McKee Substation site located at the East edge of McKee on Route 421, consisting of 1.41 acres, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
201. All that tract of land known as the McKinney Corner Substation site and located on the Greensburg and Edmington Highway 68 in Greensburg, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
202. All that tract of land known as the Middle Creek Substation site and located 2 miles West of Prestonsburg, Ky., on Highway 114, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
203. All that tract of land known as the Mile Lane Substation site and located in Taylor County off of Mile Lane, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 148, Page 406, Taylor County Clerk's Office.
204. All that tract of land known as the Millers Creek Substation site and located approximately 9 miles Southeast of Irvine on Highway 52, consisting of 0.317 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.
205. All that tract of land known as the Millersburg Substation site and located on the west side of Miller Station Road, about 1,728 feet north of the intersection of said road with Pleasant Springs Road, consisting of 2.645 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harold R. Letton and Eloise Letton Wiglesworth, by deed

dated March 8, 1996, and record in Deed Book 93, Page 716, Nicholas County Clerk's Office.

206. All that tract of land known as the Milton Substation site and located approximately 2 miles South of Milton on Highway 1255, consisting of 0.917 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 46, Page 90, Trimble County Clerk's Office.
207. All that tract of land known as the Monticello Substation site and located 2 miles North of Monticello on Highway 90, consisting of 0.459 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 126, Page 44, Wayne County Court Clerk's Office.
208. All that tract of land known as the Mt. Olive Substation site and located approximately 6.7 miles South of Yosemite on Highway 70, consisting of 1.9 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
209. All that tract of land known as the Mt. Sterling Substation site and located approximately 4 miles South of Mt. Sterling on Ky. 11, consisting of 0.98 acre, and being conveyed to East Kentucky RECC from Richard and Margaret Barnett by deed dated May 31, 1967, and recorded in Deed Book 121, Page 320, Montgomery County Clerk's Office.
210. All that tract of land known as the Mt. Washington Substation site and located 1.8 miles East of Mt. Washington, on the South side of Kentucky Highway 44, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
211. All that tract of land known as the Munfordville Substation site and located approximately 3 miles North of Munfordville on Highway 31W, consisting of 1.882 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 114, Page 15, Hart County Court Clerk's Office, and from Cecil and Luana Clauson by deed dated October 24, 1972, and recorded in Deed Book 123, Page 215, Hart County Clerk's Office.
212. All that tract of land known as the Munk Substation site and located approximately 9.8 miles Southwest of Walton on Highway 16, consisting of 1.687 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 35, Page 446, Gallatin County Clerk's Office.
213. All that tract of land known as the Murphysville Substation site and located East of Murphysville, Ky. on Highway 62, consisting of 0.25 acre, and being conveyed to East Kentucky RECC from Fleming-Mason RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 567, Mason County Clerk's Office, and from Lowell T. and Flora Joann Mason by deed dated February 21, 1976, and recorded in Deed Book 196, Page 580, Mason County Clerk's Office.

214. All that tract of land known as the Nancy Substation site and located approximately 1 mile West of Nancy on Highway 96, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
215. All that tract of land known as the Nelson County Switching Station site and located .1 mile North of Kentucky 46, 0.8 mile Northeast of Nelsonville, Ky., consisting of 4.96 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Herbert Phelps, et al., by deed dated June 18, 1981, and recorded in Deed Book 233, Page 133, Nelson County Clerk's Office.
216. All that tract of land known as the New Castle Microwave Tower site and located at the intersection of New Castle and Smithfield Road in Henry County, consisting of 0.3 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Mid-Valley Pipeline Company by deed dated January 7, 1992, and recorded in Deed Book 170, Page 160, Henry County Clerk's Office.
217. All that tract of land known as the New Castle Substation site and located approximately 2 to 3 miles East of New Castle on Highway 573, consisting 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 112, Page 490, Henry County Clerk's Office.
218. All that tract of land known as the New Liberty Substation site and located 3/4 mile East of New Liberty on U.S. 227, consisting of 0.18 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 113, Page 549, Owen County Clerk's Office.
219. All that tract of land known as the Newby Substation site and located on the outskirts of Newby on Maple Grove Road, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 239, Page 488, Madison County Clerk's Office.
220. All that tract of land known as the Newfoundland Substation site and located in the town of Newfoundland on Highway 7, consisting of 1.39 acres, and being conveyed to East Kentucky RECC from Grayson RECC by deed dated January 1, 1967, and recorded in Deed Book 52, Page 321, Elliott County Clerk's Office.
221. All that tract of land known as the Nicholasville Substation site and located 3 miles East of Nicholasville on Highway 169, consisting of 0.372 acre, and being conveyed to East Kentucky RECC from Blue Grass RECC by deed dated January 1, 1967, and recorded in Deed Book 100, Page 66, Jessamine County Clerk's Office.
222. All that tract of land known as the Ninevah Substation site and located on the Southwest side of Highway 326, approximately 5 miles Northeast of Lawrenceburg, consisting of 1 acre, and being conveyed to East Kentucky RECC from Edgar Robinson, et al., by deed dated October 4, 1966, and recorded in Deed Book 64, Page 232, Anderson County Clerk's Office.

223. All that tract of land known as the North Corbin Substation site and located on the East side of Watch Road approximately 800 feet South of intersection of Kentucky 1629 and Watch Road, consisting of 1.315 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ernie Wells by deed dated July 23, 1979, and recorded in Deed Book 189, Page 690, Knox County Clerk's Office.
224. All that tract of land known as the North Floyd Substation site and located near Parlor Grove Road, approximately 2 miles east of Waynesburg, consisting of 1.404 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Johnnie Padgett and Darlene S. Padgett, his wife, by deed dated July 12, 2001, and recorded in Deed Book 317, Page 624, Lincoln County Clerk's Office.
225. All that tract of land known as the North Madison Substation site and located along Kentucky 1156, Jacks Creek Pike, approximately 8 miles northwest of Richmond, consisting of 1.30 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph Chasteen and Georgia M. Chasteen, his wife, by deed dated January 16, 2001, and recorded in Deed Book 524, Page 815, Madison County Clerk's Office.
226. All that tract of land known as the North Springfield Substation site and located near the Springfield and Willisburg Highway, consisting of 2.62 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
227. All that tract of land known as the Norwood Substation site and located 1.4 miles North of the city limits of Somerset on U.S. 27, consisting of 1.11 acres, and being conveyed to East Kentucky RECC from Herbert A. Stykes, et al., by deed dated August 8, 1967, and recorded in Deed Book 277, Page 493, Pulaski County Clerk's Office.
228. All that tract of land known as the Oak Hill Substation site and located on the Northeast side of Normans Lane approximately .2 mile Southeast of the Oak Hill Road near Somerset, consisting of 1.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James and Rose Hart by deed dated February 14, 1985, and recorded in Deed Book 437, Page 293, Pulaski County Clerk's Office.
229. All that tract of land known as the Oakdale Substation site and located approximately 16.3 miles East of Beattyville, Ky., on Highway 52, consisting of 0.43 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 118, Page 514, Breathitt County Clerk's Office.
230. All that tract of land known as the Oakley Noel Substation site and located at 1525 Elliston Road, Dry Ridge, KY (Grant Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Larry Dale and Peggy Jean Spillman, by deed dated January 5, 2000, and recorded in Deed Book 257, Page 453, Grant County Clerk's Office.
231. All that tract of land known as the Oneida Substation site and located East of Kentucky 11, approximately 0.6 mile North of intersection of Kentucky 11 and Kentucky 66 near Oneida, consisting of 1.37 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Preston and Ruby Baker by deed dated June 28, 1982, and recorded in Deed Book 173, Page 323, Clay County Clerk's Office.

232. All that tract of land known as the Oven Fork Substation site and located 12 miles Northeast of Cumberland, Ky., on Kentucky 119, consisting of 1.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lillian Raleigh by deed dated July 29, 1981, and recorded in Deed Book 258, Page 320, Letcher County Clerk's Office.
233. All that tract of land known as the Owen County Switching Station site and located 1 mile East of New Liberty, Ky., at intersection of Kentucky 36 and U.S. 227, consisting of 3.89 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Bruce and Janet Fryman by deed dated November 16, 1981, and recorded in Deed Book 145, Page 80, Owen County Clerk's Office.
234. All that tract of land known as the P.P.G. Substation site and located near Menelaus Road North of Berea, consisting of 1.32 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from PPG Industries, Inc. by deed dated May 18, 1989, and recorded in Deed Book 400, Page 199, Madison County Clerk's Office.
235. All that tract of land known as the Pactolus Substation site and located 1 mile North of Grayson near Kentucky Highway 1959 and East of Hidden Hills Subdivision in Carter County, consisting of 1.722 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Clayton and Faye Burnett by deed dated March 27, 1991, and recorded in Deed Book 208, Page 676, Carter County Clerk's Office.
236. All that tract of land known as the Parkway Substation site and located within the Glasgow-Barren County Industrial Park in the southeast quadrant of the intersection between the Cumberland Parkway and U.S. Highway 31, consisting of 1.35 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Glasgow/Barren County Industrial Development and Economic Authority, by deed dated May 29, 1987 and recorded in Deed Book 218 at page 28 in the Barren County Clerk's office.
237. All that tract of land known as the Peasticks Substation site and located 3.8 miles east of Owingsville and on the west side of Peasticks Road about 0.7 mile south of the community of Peasticks in Bath County, Kentucky, consisting of 2.05 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Walden and Dorothy Lee McCarty by deed dated October 28, 1994, and recorded in Deed Book 178, Page 53, Bath County Clerk's Office.
238. All that tract of land known as the Pelfrey Substation site and located 2 miles East of Olive Hill on Highway 60, consisting of 1.04 acres, and being conveyed to East Kentucky RECC from Otto and Fern Smith by deed dated October 4, 1966, and recorded in Deed Book 135, Page 287, Carter County Clerk's Office.
239. All that tract of land known as the Penn Substation site and located at Josephine, Ky., consisting of 0.918 acre, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 108, Page 444, Scott County Clerk's Office.

240. All that tract of land known as the Perryville Substation site and located 1/2 mile North of Perryville on Highway 68, consisting of 0.54 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
241. All that tract of land known as the Peytons Store Substation site and located approximately 0.3 mile North of Peytons Store, Ky., at junction of Highway 243E and 78, consisting of 0.53 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 260, Casey County Clerk's Office.
242. All that tract of land known as the Phil Substation site and located near Phil, Ky., on U.S. 127 consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 122, Page 131, Casey County Clerk's Office.
243. All that tract of land known as the Pine Grove Substation Site and located approximately 4 miles south of London, Kentucky, on Maple Grove Road, consisting of 1.919 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Charles E. Vires and Jewell Vires, by Deed dated July 14, 1995, and recorded in Deed Book 447, Page 598, Laurel County Clerk's Office.
244. All that tract of land known as the Pine Knot Substation site and located 1 mile Northeast of Pine Knot on the North side of Kentucky 92, consisting of 1.38 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Cecil and Ittylene Trammell by deed dated September 10, 1980, and recorded in Deed Book 92, Page 50, McCreary County Clerk's Office.
245. All that tract of land known as the Pine Mountain Substation site and located on North side of Kentucky 221 East of Bledsoe, consisting of 0.66 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Riley Lee Osborne by deed dated February 8, 1983, and recorded in Deed Book 254, Page 654, Harlan County Clerk's Office.
246. All that tract of land known as the Pleasant Grove Substation site and located on the Raymond Road, 161 feet North of Kentucky Highway 44, consisting of 1.78 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
247. All that tract of land known as the Plumville Switching Station site and located 2,000 feet Northeast of intersection with Kentucky 1449, 2 miles Northwest of Orangeburg, consisting of 4.61 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Stanley and Alma Lyons by deed dated December 16, 1974, and recorded in Deed Book 194, Page 20, Mason County Clerk's Office.

248. All that tract of land known as the Powell Switching Station site and located on Hall's Lane in Stanton, Ky., opposite high school, consisting of 7.15 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lennie Tharpe, et al., by deed dated September 18, 1980, and recorded in Deed Book 85, Page 17, Powell County Clerk's Office.
249. All that Tract of land known as the Pulaski County Switching Station site and located in located in Pulaski County, Kentucky, lying and being near Todd Road and Route 27, consisting 2.089 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Benge and Leda Benge, his wife, by deed dated December 27, 2001, and recorded in Deed Book 703, Page 385, Pulaski County Clerk's office.
250. All that tract of land known as the Radcliff Substation site and located near the Red Hill Road and Clyde Road, consisting of 1.37 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 546, Hardin County Clerk's Office.
251. All that tract of land known as the Rectorville Substation site and located on the Owl Hollow Road, consisting of 1.457 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Eunice Weaver by deed dated November 22, 1976, and recorded in Deed Book 198, Page 585, Mason County Clerk's Office.
252. All that tract of land known as the Redbush Substation site and located 3 miles North of Redbush on Highway 459, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
253. All that tract of land known as the Reid Village Substation site and located on the south side of U.S. Highway 60, about 2.53 miles west of Mt. Sterling and adjoining the west side of Hillcrest Subdivision in Reid Village, being conveyed to East Kentucky RECC from Mitchell H. Potter and Glenna A. Potter, his wife, by deed dated May 20, 1998, and recorded in Deed Book 231, Page 479, Montgomery County Clerk's Office.
254. All that tract of land known as the Renaker Microwave Tower site and located in Harrison County, and being conveyed to East Kentucky RECC from Smith and Katherine McNeas by easement dated March 9, 1973, and recorded in Deed Book 145, Page 519, Harrison County Clerk's Office.
255. All that tract of land known as the Renaker Switching Station site and located 7 miles Northeast of Cynthiana on Kentucky 36, consisting of 6.85 acres, and being conveyed to East Kentucky RECC from Charles and Clarice Parsons by deed dated January 25, 1963, and recorded in Deed Book 124, Page 348, Harrison County Court Clerk's Office, and from Harrison RECC, by deed dated April 1, 1955, and recorded in Deed Book 119, Page 621, Harrison County Court Clerk's Office, and from Ray and Mildred Fookes by deed dated November 6, 1954, and recorded in Deed Book 117, Page 398, Harrison County Clerk's Office.
256. All that tract of land known as the Rice Station Substation site and located East of Rice Station on Highway 52, consisting of 0.36 acre, and being conveyed to East Kentucky

RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 122, Page 315, Estill County Clerk's Office.

257. All that tract of land known as the Richardson Distribution Substation Site and located approximately 0.25 miles northwest of Kentucky Highway 17 on the west side of Far Hills Drive, consisting of 3.0536 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by James K. Gerwe and Kimberly Hassett, by Deed dated July 24, 1995, and recorded in Deed Book 403, Page 98, Kenton County Clerk's Office.
258. All that tract of land known as the Rockhold Substation site and located near Rockhold, consisting of 0.97 acre, and being conveyed to East Kentucky RECC from Cumberland Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 228, Page 285, Whitley County Clerk's Office.
259. All that tract of land known as the Rowan County Transmission Station site and located between Kentucky Highway #32 and Cristy Creek, about 2.5 miles East of Morehead, Ky., and being conveyed to East Kentucky Power Cooperative, Inc. from Ronald Tucker and Lyda S. Carter by deed dated January 2, 1996, and recorded in Deed Book 174, Page 112, Rowan County Clerk's Office.
260. All that tract of land known as the Russell County Switching Station site and located on the West side of the Sewellton Road at the intersection of Sewellton and Sawmill Road in Russell County, consisting of 7.58 acres, and being a portion of the property conveyed to East Kentucky Power Cooperative, Inc. from Cramer Mullis, et al, by and through Terril Flanagan, Master Commissioner of the Russell Circuit Court, by deed dated December 12, 1985 and recorded in Deed Book 103, Page 330, Russell County Court Clerk's Office. A description of the property retained by East Kentucky Power Cooperative, Inc. is contained in that deed dated April 11, 1986 from East Kentucky Power Cooperative, Inc. to Jim Edward Hadley, et ux and recorded in Deed Book 104, Page 371, Russell County Clerk's Office.
261. All that tract of land known as the Russell Springs Substation site and located at the Northwest city limits of Russell Springs on Highway 80, consisting of 0.69 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated December 17, 1965, and recorded in Deed Book 52, Page 76, Russell County Clerk's Office.
262. All that tract of land known as the Russell Springs Substation site and located approximately 358 feet off of Kentucky Highway # 80 in the community of Russell Spring, consisting of 0.69 acre tract, and conveyed to East Kentucky Power Cooperative, Inc. from South Kentucky R.E.C.C., by deed dated September 5, 2002, and recorded in Deed Book 208, Page 614, Russell County Clerk's office.
263. All that tract of land known as the Salem Substation site and located along Old Sano Road, in the community of Russell Springs, consisting of 0.119 acre, and conveyed to East Kentucky Power Cooperative, Inc. from Sam J. Tarter, a single man, by deed dated September 6, 2002, and recorded in Deed Book 207, Page 479, Russell County Clerk's office.

264. All that tract of land known as the Salem Substation site and located near Salem, Kentucky, consisting of 1.695 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Garfield Gosser and Alma Gosser, his wife, by deed dated January 17, 1997, and recorded in Deed Book 159, Page 608, Russell County Clerk's office.
265. All that tract of land known as the Salt Lick Substation site and located on Lick Ford School Road, approximately 1 mile South of State Highway 7, consisting of 0.25 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 197, Page 579, Floyd County Clerk's Office.
266. All that tract of land known as the Salt Well Road Switching Station site and located 0.06 mile North of headquarters on Salt Well Road, consisting of 2.11 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Northern Financial & Guaranty Co., Ltd., by deed dated March 12, 1981, and recorded in Deed Book 74, Page 39, Nicholas County Clerk's Office.
267. All that tract of land known as the Sand Gap Substation site located near the intersection of Gravel Lick Road and Jack Thomas Road, consisting of 6.636 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Dennis Slone by deed dated June 7, 2001, and recorded in Deed Book 162, Page 209, Jackson County Clerk's Office.
268. All that trace of land known as the Sandy Hook Substation site located in Sandy Hook, Kentucky, on the waters of the Little Sandy River consisting of 2.283 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Kelly T. Mobley, et ux, by deed dated August 25, 1993, and recorded in Deed Book 82, Page 653, Elliott County Clerk's Office.
269. All that tract of land known as the Sewellton Junction Switching Station site and located about 4 miles Northwest from Russell Springs on Highway 1729, consisting of 1.53 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Oscar and Pearl Shaw, et al., by deed dated January 23, 1980, and recorded in Deed Book 85, Page 154, Russell County Clerk's Office.
270. All that tract of land known as the Sewellton Substation site and located 15 miles South of Russell Springs on Highway 432, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 57, Page 423, Russell County Clerk's Office.
271. All that tract of land known as the Seymour Substation site, consisting of 4.79 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Douglas R. and Pamela Branstetter by deed dated July 5, 1978, and recorded in Deed Book 140, Page 764, Hart County Clerk's Office.
272. All that tract of land known as the Sharkey Substation site, consisting of 3.037 acres and located on the east side of Ky. Highway 801 about one mile north of Interstate Highway I-64 interchange, and being conveyed to East Kentucky Power Cooperative, Inc. from

MMRC Regional Industrial Development Authority, Inc. by deed dated April 14, 2000, and recorded in Deed Book 194, Page 627, Rowan County Clerk's Office.

273. All that tract of land known as the Shelby City Substation site and located 1/2 mile South of Highway 35 and Ky. 300, consisting of 0.517 acre, and being conveyed to East Kentucky RECC from Inter-County RECC by deed dated January 1, 1967, and recorded in Deed Book 166, Page 413, Boyle County Clerk's Office.
274. All that tract of land known as the Shelby County Switching Station site and located on the Brunerstown Road, .36 mile from Joyes Station Road intersection, consisting of 4.994 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Roy F. and Lillian Neel by deed dated April 26, 1990, and recorded in Deed Book 263, Page 146, Shelby County Clerk's Office.
275. All that tract of land known as the Shepherdsville Substation site and located on the East side of Kentucky Highway 61, about 3 miles South of Shepherdsville, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 242, Page 232, Bullitt County Clerk's Office.
276. All that tract of land known as the Shopville Substation site and located approximately 8.8 miles Northeast of Somerset on Highway 80, consisting of 1.34 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office.
277. All that tract of land known as the Sideview Substation site and located near junction of Bourbon and Montgomery counties, consisting of 1.12 acres, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 186, Page 283, Clark County Clerk's Office.
278. All that tract of land known as the Sinai Substation site and located approximately 1 1/2 miles West of Sinai on Highway 62, consisting of 1.576 acres, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 68, Page 69, Anderson County Clerk's Office.
279. All that tract of land known as the Skaggs Switching Station site and located approximately 4 miles West of Martha on Highway 469, consisting of 1.55 acres, and being conveyed to East Kentucky RECC from Martin Earl Skaggs, et al., by deed dated July 5, 1963, and recorded in Deed Book 136, Page 281, Lawrence County Clerk's Office.
280. All that tract of land known as the Slat Substation site and located approximately one mile southwest of the city limits of Monticello, on the north side and adjacent to West Ky. Highway #90, being conveyed to East Kentucky Power Cooperative, Inc. from Donald R. Richardson and Hilda F. Richardson by deed dated October 23, 1997, and recorded in Deed Book 260, Page 302, Wayne County Clerk's Office.
281. All that tract of land known as the Smithersville Substation site and located East of Kentucky 447 and South of the Mt. Zion Church Road intersection approximately 3.25

miles North of Elizabethtown, consisting of 1.086 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Jane Wilkerson by deed dated May 23, 1979, and recorded in Deed Book 372, Page 187, Hardin County Clerk's Office.

282. All that tract of land known as the Smith Station Pipeline Property located in Clark County, Kentucky, along Bybee Road, consisting of 0.460 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Ralph L. Ballard and Evelyn T. Ballard, his wife, by Deed dated November 28, 2001, and recorded in Deed Book 386, Page 363, Clark County Clerk's Office.
283. All that tract of land known as the Somerset Substation site and located North side of Kentucky 1642, 1.75 miles East of junction U.S. 27 and Kentucky 1642, consisting of 2.257 acres, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed date January 1, 1967, and recorded in Deed Book 288, Page 43, Pulaski County Clerk's Office, and from Claude and Sallie Brown by deed dated June 16, 1964, and recorded in Deed Book 256, Page 538, Pulaski County Clerk's Office, and to East Kentucky Power Cooperative, Inc. from David Parker Durham, et al., by deed dated July 10, 1979, and recorded in Deed Book 394, Page 311, Pulaski County Clerk's Office.
284. All that tract of land known as the South Albany Substation site and located on the South side of Harper Lane, approximately 1,200 feet West of its intersection with Highway 127, consisting of 1.38 acres, and being conveyed to East Kentucky RECC from Balos Hickman by deed dated February 27, 1973, and recorded in Deed Book 54, Page 488, Clinton County Clerk's Office.
285. All that tract of land known as the South Corbin Substation site and located 2 miles South of Corbin, consisting of 2.189 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from A.B. and Barbara Middleton by deed dated March 16, 1977, and recorded in Deed Book 266, Page 201, Whitley County Clerk's Office.
286. All that tract of land known as the South Elkhorn Substation site and located near South Elkhorn and Keene Pike, consisting of 2.046 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from William A. Johnson, et al., by deed dated January 19, 1996, and recorded in Deed Book 347, Page 241, Jessamine County Clerk's Office.
287. All that tract of land known as the South Floyd Substation site and located on the south side of West Todd Road between Kentucky Highway 1247 to the west and U.S. Highway 27 to the east, consisting of 1.291 acres, and conveyed to East Kentucky Power Cooperative, Inc. from Elbert Gene Bengé and Leda Bengé by deed dated June 24, 1997, and recorded in Deed Book 601, Page 124, Pulaski County Clerk's office.
288. All that tract of land known as the South Fork Substation site and located 4 miles South of Booneville on Highway 11, consisting of 0.333 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 29, Page 250, Owsley County Clerk's Office.
289. All that tract of land known as the South Jessamine Substation site and located near Nicholasville, being conveyed to East Kentucky RECC from Mitsy Pine and Anthony

M. Pine, her husband, by deed dated October 7, 1999, and recorded in Deed Book 418, Page 316, Jessamine County Clerk's Office.

290. All that tract of land known as the South Oak Hill Substation site and located on the North side of Ferry Road about 1.13 miles west of Kentucky Highway 1577, approximately 2.7 miles southwest of Oak Hill, being conveyed to East Kentucky RECC from Gary R. Barker and Judy G. Barker, his wife, by deed dated September 4, 1998, and recorded in Deed Book 626, Page 463, Pulaski County Clerk's Office.
291. All that tract of land known as the South Springfield Substation site and located on the East side of St. Rose and Lebanon Highway, consisting of 1.054 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 142, Page 124, Washington County Clerk's Office.
292. All that tract of land known as the Southville Substation site and located approximately 8.2 miles South of Shelbyville on Highway 53, consisting of 1 acre, and being conveyed to East Kentucky RECC from Shelby County RECC by deed dated January 1, 1967, and recorded in Deed Book 167, Page 291, Shelby County Clerk's Office.
293. All that tract of land known as the Stanton Microwave Tower site and located in Powell County, and being conveyed to East Kentucky RECC from Robert Horn, et al., by easement dated August 4, 1955, and recorded in Deed Book 45, Page 515, Powell County Court Clerk's Office, and from Green N. and Louise Huff Abner by easement dated August 4, 1955, and recorded in Deed Book 56, Page 106, Powell County Clerk's Office.
294. All that tract of land known as the Stanton Substation site and located approximately 1 mile West of Stanton on Highway 15, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Clark County RECC by deed dated January 1, 1967, and recorded in Deed Book 58, Page 208, Powell County Clerk's Office.
295. All that tract of land known as the Stephensburg Substation site and located on the East side of U.S. 62 near Stephensburg, consisting of 0.46 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Clerk's Office.
296. All that tract of land known as the Sublett Substation site and located approximately 15 miles North of Royalton on Highway 7, consisting of 0.688 acre, and being conveyed to East Kentucky RECC from Skid and Eliza Montgomery by deed dated December 26, 1963, and recorded in Deed Book 93, Page 26, Magoffin County Clerk's Office.
297. All that tract of land known as the Sulphur Creek Substation site and located 2.5 miles West of Raywick at junction of Highway 84 and 457, consisting of 0.86 acre, and being conveyed to East Kentucky RECC from Bernard and Imogene Clark by deed dated November 24, 1965, and recorded in Deed Book 153, Page 478, Nelson County Clerk's Office, and from Inter-County RECC by deed dated December 14, 1965, and recorded in Deed Book 153, Page 558, Nelson County Clerk's Office.

298. All that tract of land known as the Summersshade Switching Station site and located approximately 1 mile East of Summersshade on Route 90, consisting of 4.419 acres, and being conveyed to East Kentucky RECC from C.P. and Lou Mae Simpson by deed dated July 16, 1974, and recorded in Deed Book 60, Page 345, Metcalfe County Clerk's Office, and from C.P. Simpson, et al., by deed dated September 9, 1952, and recorded in Deed Book 45, Page 93, Metcalfe County Clerk's Office.
299. All that tract of land known as the Summersville Substation site and located near the Lexington Road, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Taylor County RECC by deed dated January 1, 1979, and recorded in Deed Book 146, Page 460, Green County Clerk's Office.
300. All that tract of land known as the Taylorsville Substation site and located off Highway 44 about 1 mile West of Taylorsville, consisting of 0.796 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 68, Page 546, Spencer County Clerk's Office.
301. All that tract of land known as the Temple Hill Substation site and located approximately 1/10 mile North of Temple Hill, Ky., on Highway 63, consisting of 1.09 acres, and being conveyed to East Kentucky RECC from Farmers RECC by deed dated January 1, 1967, and recorded in Deed Book 178, Page 523, Barren County Clerk's Office.
302. All that tract of land known as the Tharp Substation site and located North of Kentucky Highway 1357, approximately 1.2 miles West of intersection of Kentucky Highway 31 near Elizabethtown, consisting of 1.531 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Artie Stark by deed dated July 9, 1976, and recorded in Deed Book 294, Page 60, Hardin County Clerk's Office.
303. All that tract of land known as the Thelma Substation site and located 4.2 miles East of Paintsville on Highway 1270, consisting of 0.689 acre, and being conveyed to East Kentucky RECC from Big Sandy RECC by deed dated January 1, 1967, and recorded in Deed Book 156, Page 528, Johnson County Clerk's Office.
304. All that tract of land known as the Three Forks Substation site and located 5.5 miles North of Richmond on Three Forks Road in Madison County, consisting of 5.635 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Tom C. and Darlene B. Harper by deed dated June 5, 1991, and recorded in Deed Book 415, Page 779, Madison County Court Clerk's Office.
305. All that tract of land known as the Three Links Junction Switching Station site and located West of Lambert and U.S. 25 intersection, consisting of 0.963 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from J.H. and Lena Rucker by deed dated October 18, 1979, and recorded in Deed Book 111, Page 449, Rockcastle County Court Clerk's Office.
306. All that tract of land known as the Three Links Substation site and located approximately 18.5 miles from Richmond on Highway 421, then South on gravel road at Morrill for approximately 5.3 miles, consisting of 0.8 acre, and being conveyed to

East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.

307. All that tract of land known as the Three-M Substation site and located 1.14 miles south of the Cynthiana, Harrison County Courthouse near New Lair Road, consisting of 1.535 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Harrison Rural Electric Cooperative Corporation by deed dated May 15, 1992, and recorded in Deed Book 192, Page 641, Harrison County Clerk's Office.
308. All that tract of land known as the Trapp Substation site and located near Irvine Road (Kentucky Highway 89), consisting of 1.00 acres, and conveyed to East Kentucky Power Cooperative, Inc. from William C. Wells and Linda K. Wells by deed dated October 11, 1996, and recorded in Deed Book 339, Page 330, Clark County Court Clerk's Office.
309. All that tract of land known as the Treehaven Substation site and located on Gawthrop Drive, Winchester, KY (Clark Co.), and being conveyed to East Kentucky Power Cooperative, Inc. from Floyd's Landing, Inc., by deed dated April 6, 2000, and recorded in Deed Book 371, Page 330, Clark County Clerk's Office.
310. All that tract of land known as the Tunnell Hill Substation site and located on Tunnell Hill Road, consisting of 1.865 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 543, Hardin County Court Clerk's Office.
311. All that tract of land known as the Turkey Foot Substation site and located 1.5 miles East of Devon on North side of Richardson Road at intersection of Thomas Lane, consisting of 1.432 acres, and being conveyed to East Kentucky RECC from Lillie Riley and Votel Contractors, Inc. by deed dated June 30, 1966, and recorded in Deed Book 144, Page 615, Kenton County Clerk's Office.
312. All that tract of land known as the Tyner Microwave Tower site and located in Jackson County, and being conveyed to East Kentucky RECC from Charlie and Elsie Forman by easement dated May 5, 1967, and recorded in Deed Book 72, Page 418, Jackson County Court Clerk's Office.
313. All that tract of land known as the Tyner Substation site and located at junction of Highway 30 and 21, consisting of 0.5 acre, and being conveyed to East Kentucky RECC from Jackson County RECC by deed dated January 1, 1967, and being recorded in Deed Book 76, Page 268, Jackson County Clerk's Office.
314. All that tract of land known as the Tyner Switching Station site and located on the South side of Kentucky 30, approximately 1/2 mile West of junction of U.S. 421 and Kentucky 30, consisting of 3.39 acres, and being conveyed to East Kentucky RECC from J.W. and Lillie Metcalf, et al., by deed dated January 30, 1963, and recorded in Deed Book 68, Page 61, Jackson County Clerk's Office.
315. All that tract of land known as the Union City Substation site and located on the south side of Kentucky Highway 1986 (Union City Road), approximately four (4) miles east

of Richmond, consisting of 2.417 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union City Farms by deed dated October 24, 2001, and recorded in Deed Book 535, Page 297, Madison County Clerk's Office.

316. All that tract of land known as the Upton Substation site and located near Millerstown, consisting of 1.153 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 542, Hardin County Clerk's Office.
317. All that tract of land known as the Van Arsdell Substation site and located 10 miles from Harrodsburg on Highway 35, then 1 mile on Van Arsdell Road, consisting of 0.929 acre, and being conveyed to East Kentucky RECC from Fox Creek RECC by deed dated January 1, 1967, and recorded in Deed Book 163, Page 464, Mercer County Clerk's Office.
318. All that tract of land known as the Van Meter Substation site and located on South side of Van Meter Road approximately 1,200 feet East of the intersection of Clintonville Rod and Van Meter Road, consisting of 1.377 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from James B. and Nancy M. Graves, et al., by deed dated January 30, 1976, and recorded in Deed Book 227, Page 682, Clark County Clerk's Office.
319. All that tract of land known as the Vertrees Substation site and located on a county road, consisting of 1.27 acres, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
320. All that tract of land known as the Vine Grove Substation site and located on Rogersville Vine Grove Road, consisting of 1 acre, and being conveyed to East Kentucky RECC from Nolin RECC by deed dated January 1, 1973, and recorded in Deed Book 264, Page 545, Hardin County Clerk's Office.
321. All that tract of land known as the Volga Substation site and located 4.5 miles North of intersection of U.S. 60 and Kentucky 172, on West side of Kentucky 172, on East side of Mud Licks Creek, consisting of 2.095 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Everett and Sallie LeMaster, et al., by deed dated May 14, 1979, and recorded in Deed Book 157, Page 55, Johnson County Clerk's Office.
322. All that tract of land known as the W.R. Smoot Substation site and located 2.26 miles North of Pleasant Valley Road on Highway 42/127 in Boone County, consisting of 22.695 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Richard K. and Doris Fedders by deed dated March 1, 1991, and recorded in Deed Book 448, Page 45, Boone County Clerk's Office.
323. All that tract of land known as the Walnut Grove Substation Site and located approximately 13 miles north of Somerset, Kentucky, on the waters of Brushy Creek and being near Smith Hollow Road, just south of the area known as Walnut Grove, Pulaski County, Kentucky, consisting of 2.755 deed to EKPC from L. L. Bumgardner

and Byrlene Bumgardner by Deed dated July 14, 1995, and recorded in Deed Book 569, Page 323, Pulaski County Clerk's Office.

324. All that tract of land known as the Walnut Hill Switching Station site and located at intersection of Walnut Hill-Chilesburg Road and Athens-Boonesboro Road approximately 2.1 miles Northwest of Lexington, consisting of 0.99 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Haden and Barbara J. Dickerson by deed dated January 21, 1982, and recorded in Deed Book 1288, Page 264, Fayette County Clerk's Office.
325. All that tract of land known as the Warnock Substation site and located approximately 1/2 mile West of Greenbo Lake State Park on Hoods Run Branch Road, South of road, consisting of 1.217 acres, and being conveyed to East Kentucky RECC from Warren K. Wright by deed dated October 3, 1966, and recorded in Deed Book 217, Page 393, Greenup County Clerk's Office.
326. All that tract of land known as the Watergap Substation site and located on the Mutton Fork of Bull Creek, 1.8 miles Southeast of Prestonsburg, consisting 1.49 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Charles D. and Martha Johnson, et al., by deed dated September 25, 1987, and recorded in Deed Book 313, Page 453, Floyd County Clerk's Office.
327. All that tract of land known as the Wayne County Switching and Station site located 1.75 miles North of Highway 90, consisting of 2.124 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Willis R. and Katherine R. Buck by deed dated December 14, 1978, and recorded in Deed Book 169, Page 385, Wayne County Court Clerk's Office.
328. All that tract of land known as the West Bardstown Substation site and located 3.5 miles Northwest of Bardstown on Highway 245, consisting of 1 acre, and being conveyed to East Kentucky Power Cooperative, Inc. from Salt River RECC by deed dated January 1, 1978, and recorded in Deed Book 232, Page 609, Nelson County Clerk's Office.
329. All that tract of land known as the West Berea Substation site and located on Kentucky 595, consisting of 1.323 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Lewis and Pauline Calico by deed dated April 20, 1979, and recorded in Deed Book 405, Page 284, Madison County Clerk's Office.
330. All that tract of land known as the West Columbia Substation Site and located approximately 3.6 miles south of Columbia, Kentucky, near Kentucky Highway #61 and C. Curry Road, consisting of 1.492 acres, and being conveyed to East Kentucky Power Cooperative, Inc. by Lynn McLean and Jean D. McLean by Deed dated July 12, 1995, and recorded in Deed Book 208, Page 344, Adair County Clerk's Office.
331. All that tract of land known as the West Glasgow Substation site and located on the east side of Donnelley Drive, approximately 2 miles west of Glasgow, being conveyed to East Kentucky RECC from David W. Bailey, et al, by deed dated January 27, 1998, and recorded in Deed Book 238, Page 265, Barren County Clerk's Office.

332. All that tract of land known as the West Liberty Microwave Tower site and located in Morgan County on Kentucky 172 and on top of the hill between West Liberty and Lenox, and being conveyed to East Kentucky RECC from Joe D. and Martha Stacy by deed dated October 9, 1967, and recorded in Deed Book 104, Page 149, Morgan County Court Clerk's Office.
333. All that tract of land known as the West Liberty Substation site and located approximately 4.5 miles Northeast of West Liberty on Highway 1161 approximately 1 mile East of junction of highways 7 and 1161, consisting of 1.01 acres, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 105, Page 175, Morgan County Clerk's Office.
334. All that tract of land known as the West London Substation site and located approximately 1.5 miles southwest of London on Kentucky 192, consisting of 1.012 acres, and being conveyed to East Kentucky RECC from James B. Thompson by deed dated August 13, 1968, and recorded in Deed Book 189, Page 568, Laurel County Clerk's Office.
335. All that tract of land known as the West Mt. Washington Substation site and located 1.5 miles Southwest of Mt. Washington and adjacent to Old Mill Manor Subdivision, consisting of 1.69 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Thomas R. and Vernesa Lynn Jasper, et al., by deed dated October 10, 1980, and recorded in Deed Book 240, Page 614, Bullitt County Court Clerk's Office.
336. All that tract of land known as the West Nicholasville Substation site and located 2,200 feet West of Kentucky 169, 700 feet inside Northeastern city limits of Nicholasville, consisting of 1.008 acres, and being conveyed to East Kentucky RECC from Philips Industries, Inc. by deed dated July 27, 1973, and recorded in Deed Book 124, Page 231, Jessamine County Clerk's Office.
337. All that tract of land known as the West Somerset Substation site located about 3.5 miles southwest of the City of Somerset on Patterson Branch Road near Lake Cumberland in Pulaski County consisting of 2.200 acres and being conveyed to East Kentucky Power Cooperative, Inc. from George C. Thurman, et ux, by deed dated November 12, 1993, and recorded in Deed Book 541, page 278, Pulaski County Clerk's Office.
338. All that tract of land known as the Whitley City Substation site and located 1 mile Southeast of Whitley City off Highway 37, consisting of 0.918 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 64, Page 35, McCreary County Clerk's Office.
339. All that tract of land known as the William Smith Substation site and located on the East side of Mineola Pike, approximately 1.4 miles Northeast of Kentucky Highway 236, consisting of 3.51 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Union Light, Heat & Power Co., by deed dated August 28, 1984, and recorded in Deed Book 324, Page 270, Boone County Clerk's Office.

340. All that tract of land known as the Williamstown Substation site and located 2 miles West of Williamstown Farm Road, consisting of 1.136 acres, and being conveyed to East Kentucky RECC from Owen County RECC by deed dated January 1, 1967, and recorded in Deed Book 109, Page 229, Grant County Clerk's Office.
341. All that tract of land known as the Windsor Substation site and located on outskirts of Windsor on Highway 80, consisting of 1 acre, and being conveyed to East Kentucky RECC from South Kentucky RECC by deed dated January 1, 1967, and recorded in Deed Book 79, Page 273, Casey County Clerk's Office.
342. All that tract of land known as the Woosley Substation site and located 1 mile Southeast of Boston, Ky., about 1.25 miles South of junction of Highways 62 and 733, consisting of 1.481 acres, and being conveyed to East Kentucky Power Cooperative, Inc. from Raymond and Dimple Woosley by deed dated March 15, 1979, and recorded in Deed Book 221, Page 116, Nelson County Clerk's Office.
343. All that tract of land known as the Wyoming Substation site and located on Johnson's Ford Road about 8 miles from Owingsville, Kentucky consisting of approximately .029 acre and being conveyed to East Kentucky Rural Electric Cooperative Corporation by deed from Fleming-Mason RECC, said deed being recorded in Deed Book 128, Page 815, Bath County Clerk's office.
344. All that tract of land known as the Zachariah Substation site and located on Highway 11 at Zachariah, consisting of 0.66 acre, and being conveyed to East Kentucky RECC from Licking Valley RECC by deed dated January 1, 1967, and recorded in Deed Book 65, Page 55, Wolfe County Clerk's Office.
345. All that tract of land known as the Zion Ridge Microwave site and located off of Negro Hill Road 1.1 miles west of its intersection with Kentucky Highway #784, consisting of 0.037 acre and being conveyed to East Kentucky Power Cooperative, Inc. from W. L. Everman, et al, by deed dated June 8, 1993, and recorded in Deed Book 414, Page 641, Greenup County Clerk's Office.
346. All that tract of land known as the Zula Substation site and located at Wait, Ky., on Highway 90, consisting of 1.75 acres, and being conveyed to East Kentucky RECC from Roy and Lucille Burris by deed dated June 8, 1966, and recorded in Deed Book 121, Page 194, Wayne County Clerk's Office.
347. All that tract of land known as the Pulaski County 161 KV line and located at Pulaski County and North of the Town of Science Hill, Kentucky, consisting of 11.0318 acres and being conveyed to East Kentucky Power Cooperative, Inc. from Carson Sizemore and Carol Sizemore, husband and wife by deed dated July 24, 2002, and recorded in Deed Book 699, Page 631, Pulaski County Clerk's Office.
348. All the tracts of property comprising the site of the Cooper Power Station as follows:

Tract C-1

Parcel 1 – A certain parcel of land lying and being in Pulaski County, Kentucky on the waters of Pitman Creek and bounded and described as follows, to wit:

Beginning on the east side of Smith Ferry Road at the corner of a tract of land sold to William Loveless; thence east with said Loveless line 1700 feet more or less to a point in the Heath line; thence north with the said Heath line 558 feet with the first described line 1700 feet more or less to the east side of Smith's Ferry Road 558 feet, more or less to the beginning corner and containing 21 acres more or less. It is understood that the East Kentucky Rural Electric Cooperative has an easement across this property for transmission lines, and this deed is made subject to said easement.

Parcel 2 – Tract 1 – A certain tract or parcel of land in Pulaski County, Kentucky, on the east side of Jacksboro Road, and bounded as follows, to wit:

Beginning on a white oak and cedar, William Wait's and James Heath's corner; thence due S 35-1/3 poles to a stone; thence S 56 W 25-1/3 poles to a stone; thence due north 25-1/3 poles to a stone; thence N 56 E 25-1/3 poles to the beginning, containing four (4) acres.

Tract II – A certain tract of eleven (11) acres, more or less, of land located and being in Pulaski County, Kentucky, on the waters of Cumberland River and described as follows, to wit: Beginning on a small walnut (sic) tree on east side of Smith Ferry Road at Cy Loveless corner; thence eastward with old line; 1263 feet more or less to a cedar tree, corner of Flynn yard; thence northeast with old survey line 420 feet more or less to a cedar tree, corner Jones, Heath garden; thence N 250 feet to stake; thence W 1683 feet more or less to a rock at Smith Ferry Road; thence S 400 feet to the beginning. Except a small parcel heretofore sold, and at one time belonging to Homer Losey. In said deed a right of way is reserved and second parties to have said right of way.

Tract III -- A certain tract or parcel of land lying and being in Pulaski County, Kentucky, and more particularly described as follows:

Beginning at the Jacksboro Road at a stone running NE following the Barneum line 18 poles 17 feet to a walnut tree and a stone, running from the walnut tree and a stone due S 22 poles 31 feet to a stone at McMullin's line, running from the stone following the McMullin line SW 18 poles 17 feet to a walnut tree following the Jacksboro Road 22 poles 31 feet back to the beginning, corner at a stone, containing 1-1/2 acres, more or less. Said property being in Cedar Creek.

Being the same property conveyed from Charles R. Cox and Hazel A. Cox, his wife, to East Kentucky Power Cooperative, Inc., by Deed dated May 15, 1975, and recorded in Deed Book 353, Page 662, Pulaski County Clerk's Office.

#### Tract C-2

Beginning at a stake on the north side of the Minton Road line; thence a northerly direction a distance of 150 feet to a stake; thence an easterly direction 100 feet to a stake; thence in a southerly direction 150 feet to a stake, Minton's road, this line being parallel to the first call; thence from said stake with the Minton Road line a distance of 100 feet to a stake to the beginning.

Being the same property conveyed from Raymond Bell, et ux, to East Kentucky Power Cooperative, Inc., by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 251, Pulaski County Clerk's Office.

Tract C-3

Beginning at an elm at old Military Road from Somerset to Burnside, Kentucky; thence S 86 E 1100 feet to a stone, about 30 feet south of the barn; thence S 88 E 1541 feet to a stone in Smith's line; thence N 36 E 870 feet with Smith's line to a hickory on the Jacksboro Road; thence with the meanders of the said road, N 3 E 957 feet; N 5 W 544 feet to a stake in the branch; Carr's corner; thence N 83 W 2125 feet to a walnut and cedar; thence N 7 E 625 feet to a post oak and stone, Gover's corner; thence S 71 W 687 feet to the Military Road; thence with said road due south 443 feet; S 4-1/2 E 700 feet; S 16-1/2 W 1055 feet; S 59 W 200 feet to the beginning, containing 145 acres, more or less, with the exception of five (5) acres, more or less, which was sold off this tract heretofore.

There is excepted therefrom, the following property which is the subject of a Contract for the Sale of Real Estate, recorded in Contract Book 5, Page 265, to William C. Jones, et ux, and being described as follows:

A certain tract or parcel of land, lying and being in Pulaski County, Kentucky, off Kentucky #1247, described as follows:

BEGINNING on an iron pin in the north right of way line to the Southern Railroad spur line to Cooper Power Plant, the southwest corner to the property herein described; thence N 18°14' E 88.5 feet to an iron pin; thence N 29°12' E 266.2 feet to an iron pin and a fence corner; thence with the fence S 62°11' E 125.8 feet to an iron pin; thence S 18°00' W 239.5 feet to an iron pin; thence N 75°40' W 26.3 feet to an iron pin; thence S 17°57' W 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Correll Properties, Inc. to East Kentucky Power Cooperative, Inc., by Deed dated April 24, 1975, and recorded in Deed Book 353, Page 343, Pulaski County Clerk's Office.

Tract C-4

Beginning at a stone on the South side of the Minton Road, corner to Henry Hamm; thence a southeastwardly direction with Hamm's line 587 feet to a stone, corner to Henry Hamm and J. B. Carr; thence northeastwardly with J. B. Carr's line 487 feet to a stone at the Minton Road; thence westwardly with the Minton Road 1, 080 feet to the beginning, being a triangular shaped tract, consisting of 3 ½ acres more or less.

Being the same property conveyed from Ruby Hall, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated June 23, 1975, and recorded in Deed Book 354, Page 643, Pulaski County Clerk's Office.

Tract C-5

Beginning on a stake on the west side of the Minton Road; thence North West 210 feet to a stake near a hickory; thence West 210 feet to a stake; thence South East 210 feet to a stake; thence East 210 feet to a stake the beginning corner. Contains one acre.

Being the same property conveyed from Fred Haynes, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 28, 1975, and recorded in Deed Book 354, Page 366, Pulaski County Clerk's Office.

Tract C-6

Beginning at a stone at the intersection of Smith Ferry Road and a branch; thence N 48°57 min. W 9.63 poles to a stone in the center of said road; thence N 1°27 min. W 11.73 poles to a stone in the center of said road; thence N 19°57 min. W 18.03 poles to a stone on the west side of said road; thence N 82°10 min. W 42.25 poles to a stone; thence S 5° 25 min. W 33.41 poles to a stone in Henry Hamm's line; thence S 82° 10 min. E 59 poles to the beginning, containing 10 acres more or less.

Being the same property conveyed from Wilson Lloyd to East Kentucky Power Cooperative, Inc. by Deed dated May 20, 1975, and recorded in Deed Book 354 Page 12, Pulaski County Clerk's Office.

Tract C-7

Beginning on a white oak and cedar, William Wait's corner; thence with his line S 56 W 92 poles to a stake at the Jacksboro Road; thence due South 16 poles to two small cedars; thence S 59 E 72 poles to a small hornbeam and black walnut and cliff of rocks; thence with said cliff N 60 E 10 poles to a cedar; thence N 10 E 9 poles to a cedar; thence N 5 W 8 poles to a cedar; thence N 7 E 14 poles to a dogwood; thence N 30 E 6 poles to a cedar; thence N 39 E 16 poles to a small hickory in James Heath's line; thence with his line due north 46 poles to the beginning, containing 26 ¼ acres, more or less.

There is EXCEPTED from the above boundary of land and not conveyed, a certain tract of land heretofore sold and conveyed to William Loveless, said tract so conveyed containing about 4 acres, more or less and being off of the northeast corner of the tract of land above described.

There is also EXCEPTED from the above boundary of land and not conveyed, a certain lot 110 X 50 heretofore sold and conveyed to Everett Loveless.

Being the same property conveyed from the Pulaski Special Commissioner to East Kentucky Power Cooperative, Inc. by Deed dated March 8, 1976, and recorded in Commissioner's Deed Book 11, Page 53, Pulaski County Clerk's Office.

Tract C-8

Tract No. 1: Beginning at a cedar on the east side of the old Jacksboro Road, a corner common to parties of the first part and lands formerly owned by William J. Oder, thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, leaving the road and running S 33°04'E a distance of 1080.3 feet, more or less, to a point in an existing fence, a distance of 222.4 feet, more or less, to a point (Fence Corner & Iron Pin); thence, running N 08°12'W and with the fence, a distance of 358.2 feet, more or less, to a point (Fence Post); thence, running S 86°11'W and with the fence, a distance of 407.9 feet, more or less, to the point of beginning, containing 5.0 acres, more or less.

Tract No. 2: Beginning at a fence post, on the south side of the Minton Road, a point which bears S 79°46'E a distance of 782.5 feet, from a hickory, on the south side of the road, and N 77°02'E a distance of 39.6 feet from an iron pin on the east side of Kentucky State Highway #1247; thence, running (from the point of beginning at fence post) S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49' E a distance of 46.9 feet, more or less, to a point; thence running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 249.8 feet, more or less, to a point; thence, running N 74°20'E a distance of 249.8 feet, more or less, to a point; thence, running N 25°18' E a distance of 111.0 feet, more or less, to a point; thence, running N 78°58'E a distance of 77.0 feet, more or less, to a point (Iron Pin); thence, running N 17°50'E a distance of 248.2 feet, more or less, to a point (Post); thence, running S 84°14'E a distance of 649.9 feet, more or less, to a point (Rock & Post) on the west side of the old Jacksboro Road; thence running N 08°14'E a distance of 138.0 feet, more or less, to a point (Cedar), and said point being on the east side of the old Jacksboro Road, and said point further being the beginning point for description of Tract #1; thence, running N 00°37'E a distance of 199.8 feet, more or less, to a point in the old Jacksboro Road; thence, running N 13°37'E a distance of 213.7 feet, more or less, to a point in the old Jacksboro Road; thence, running N 03°07'E a distance of 271.8 feet, more or less, to a point (Iron Pin) on the east side of the old Jacksboro Road; thence, running N 88°29'W a distance of 30.1 feet, more or less, to a point on the west side of the road; thence, running N 09°21'E a distance of 214.9 feet, more or less, to a point on the west side of the old Jacksboro Road, and said point being the south right of line of steel tower power line (50 feet from center of line); thence, leaving the road and running N 57°34'W with the power line right of way a distance of 513.2 feet, more or less, to a point, and said point being 50 feet from the center of power line; thence, leaving the power line right of way and running S 33°20'W a distance of 1330.9 feet, more or less, to a point (Rock); thence, running S 77°16'W a distance of 728.3 feet, more or less, to a point (Rock & Forked Cedar); thence, running S 08°09'W a distance of 245.2 feet, more or less, to a point (Iron Pin) a common corner to Phelps; thence, S 79°28'E and with Phelps line a distance of 209.5 feet, more or less, to a point (concrete post); thence, S 01°09'W and with point of beginning; containing 27.710 acres, more or less, however there are two (2) exceptions to the above described tract, namely the Bell tract containing 0.342 acres, more or less, and the Haynes tract containing 1.450 acres, more or less, descriptions for these tracts are made a part of this instrument and follow. Total acres for Tract #2 is 25.918 acres, more or less.

**Exception for Haynes Tract.**

Beginning at a point (Hickory tree), and said point bearing N 4°00'W, a distance of 116.0 feet, from a corner fence post, thence, running S 14°40'W a distance of 311.3 feet, more or less to a point (Post & Iron Pin); thence, running N 62°27'W a distance of 230.9 feet, more or less, to a point (Cedar Tree); thence, running N 08°05'E a distance of 220.5 feet, more or less, to the point of beginning, containing 1.450 acres, more or less, for this exception.

**Exception for Bell Tract.**

Commencing at a fence post (the point of beginning for description of Tract #2), thence, running S 79°46'E a distance of 206.0 feet, more or less, to a point (Power Pole); thence, running N 79°49'E a distance of 46.9 feet, more or less, to a point; thence, running N 41°37'E a distance of 114.0 feet, more or less, to a point; thence, running N 75°16'E a distance of 105.5 feet, more or less, to a point; thence, running N 09°06'W a distance of 31.2 feet, more or less, to a point (Iron Pin); and this point further being the Point of Beginning; thence, running N 09°06'W a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running N 72°45'E a distance of 98.8 feet, more or less, to a point (Iron Pin); thence, running S 09°37'E a distance of 150.0 feet, more or less, to a point (Iron Pin); thence, running S 72°34'W a distance of 100.2 feet, more or less, to the point of beginning, containing 0.342 acres, more or less, for this exception.

Being the same property conveyed from John H. Minton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated September 28, 1976, and recorded in Deed Book 366, Page 303, Pulaski County Clerk's Office.

Tract C-9

Parcel I: A certain tract or parcel of land, located and being in Pulaski County, Ky. lying and being East of the Smith Ferry Road and being just east of the present school grounds, known as Cedar Grove School, adjoining the same and beginning at a southeast corner of present school house lot; thence running eastward 12 2/3 poles to a stake; thence north, parallel with east line of old school house lot 12 2/3 poles to a stake; thence west parallel with first line herein 12 2/3 poles to a stake, the northeast corner of old school house lot; thence south with the east line of old school house lot 12 2/3 poles to the beginning, containing 1 acre, more or less.

Second Tract: Beginning at a stone in the Smith Ferry Road, thence south 6 east 12 2/3 poles to a stone in said road; thence N 84 E 12 2/3 poles to a stone; thence north 6 west 12 2/3 poles to a stone; thence south 84 west 12 2/3 poles to the beginning, containing 1 acres, more or less.

Parcel II: Beginning on a cedar and sugar tree, then south 73 W, 40 poles to a small red Elm at Jacksboro Road, then with said road, N 19 W 10 poles, N.W. 20 poles (sic) N. 12 E 20 poles N. 11 1/2 WW (sic) poles to a water Oak and sugar tree and cedar by the side of the said road. S, 60 E 2 poles to a small cedar Lovelass corner. then S 59 E 72 poles at a horn beam and balck (sic) walnut on a cliff of rock Lovelass corner, the S 60 W 8 poles to a hornbeam and hickory. S 50 W 18 poles to 2 dogwood S 30 \_\_\_ 10 poles to the beginning. Contains 15 1/2 acres be same more or less.

Parcel III: Beginning on a Dogwood at Ernie Loveless and the County Road known as the Jacksboro Road; thence with his line 412 feet to a stone; thence 140 feet NW 74 degrees; thence 412 feet southeast about 50 degrees to the County Road; thence the County Road back to the beginning about 314 feet 70" southwest back to the beginning Dogwood.

Being the same property conveyed from William J. Oder, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 30, 1975, and recorded in Deed Book 354, Page 189, Pulaski County Clerk's Office.

Tract C-10

Beginning at the head of a cove at a point designated as "Q" of Tract Z2645 of the land condemned and purchased by the Federal Government for the impoundment of Wolf Creek Reservoir; also common corner of Persie Ward; thence with east side of said cove S. 00°45'W.30 poles; thence S.53°45'E 40 poles; thence S.84°30'E 30 poles; thence N.46°45'E. 42.5 poles; thence N. 22°30'E. 56 poles; thence N. 14°30'E. 99.5 poles; thence N. 12°15'E. 135 poles; thence N. 33°15'E. 69 poles, all of which aforesaid calls constitute the government line and bind on the west bank of Lake Cumberland; thence leaving the government line and running s. 64 W. 82 poles more or less to a hickory at corner of S. B. Heath and Persie Ward; thence S.W. 160 poles with Persie Ward line to a white oak; thence S.40-1/2 E. 10 poles crossing the branch to a rock, continuing with Persie Ward's line; thence S.W. with Persie Ward's line and the meanders of a branch, passing an elm marked as a line tree to a stone; thence continuing southwardly with the branch and the Persie Ward line to the point of beginning, and containing 332.2 acres more or less.

There is excepted from the foregoing boundary the Goff Cemetery which is enclosed by a fence, and a 1.5-foot right-of-way to the cemetery, leading from the Jacksboro Road.

There is also excepted from the foregoing description a tract of land previously conveyed to the party of the second part from Frazer D. LeBus (Sr.), single, by deed dated August 24, 1961, and recorded in Deed Book 237 at page 400 in the Pulaski County Clerk's office, containing 31.3 acres more or less and described as follows:

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazier D. LeBus; thence with Lebus' line N. 64 degrees – 00' E – 1200.36 feet to a stake; thence still with LeBus' N 55 degrees – 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S 39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W – 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees – 59' E 264 feet to a stake; thence S 12 degrees – 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

The above-described property which is being conveyed by this deed has been re-surveyed as of May 28, 1981, by Bobby Hudson, Land Surveyor, Somerset, Kentucky, and reads as follows:

BEGINNING at Government corner #Z-2645-6, which said corner is the south west corner of a 31.3 acre tract belonging to East Kentucky R.E.C.C.; thence leaving East Kentucky R.E.C.C. with the Corps of Engineer line as follows: S02°18'41"W 654.38' to a corner Z-2645-7; thence S10°02'26"W 491.28' to a corner Z-2645-8; thence S47°47'27"E 506.76' to a corner Z-2645-9; thence N88°59'48"E 508.70' to a corner Z-2645-10; thence N59°57'43"E 687.32' to a corner Z-2645-11; thence N21°36'30"E 1079.78' to a corner Z-2650-1; thence N10°12'38"E 2350.75' to a corner Z-26-50-2; thence N06°46'17"E 1929.70' to a corner Z-2650-3; thence N62°35'58"E 835.90' to a corner Z-2650-4; thence leaving Government line S75°04'14"W 1270.00' to a 30" oak & iron pin, which is the north east corner of East Kentucky R.E.C.C.; thence with East Kentucky line, S35°58'58"W 2383.97' to an iron pin; thence S55°11'17"E 399.99' to a 4 inch iron post; thence S08°46'00"E 1498.22' to a 4 inch iron post; thence S63°57'18"W 1202.11' to the point of beginning, containing 159.0781 acres more or less.

Being the same property conveyed from Frazer D. Lebus, Jr., et al, to East Kentucky Power Cooperative, Inc. by Deed dated June 1, 1981, and recorded in Deed Book 410, Page 136, Pulaski County Clerk's Office.

#### Tract C-11

BEGINNING at an iron pin, corner of U.S. Government line, East Kentucky R.E.C.C. and Frazer D. LeBus; thence with LeBus' line N 64 degrees - 00' E - 1200.36 feet to a stake; thence still with LeBus' line N 02 degrees - 00' W - 1496.44 feet to a stake; thence still with LeBus' line N 55 degrees - 17 W 400 feet to East Ky. R.E.C.C. and LeBus' corner; thence with East Ky. R.E.C.C. line S 34 degrees 33' W 250 feet to a white oak; thence S-39 degrees 37' E 179.025 feet to a stake; thence S 29 degrees 19 W - 569.25 feet to a stake; thence S 22 degrees 25' W 825 feet to a stake; thence S 01 degrees - 59' E 264 feet to a stake; thence S 12 degrees - 34' W 392.7 feet to an iron pin, the point of beginning and containing 31.3 acres more or less.

There is excepted from this above described tract, a small tract known as the Goff Cemetery, with the right of ingress and egress to the cemetery.

Being the same property conveyed from Frazier D. LeBus to East Kentucky Rural Electric Cooperative Corporation by deed dated August 24, 1961, and recorded in Deed Book 237, Page 400, Pulaski County Clerk's Office.

#### Tract C-12

BEGINNING at an iron pin, also corner to the U.S. Government; running thence with said Government line N 51 degrees 30 minutes W 40 poles to a stake; thence N 40 E 5 poles to a stake; thence N 47 W 9.5 poles to a stake, N 76 W 18 poles to a stake; thence N 49 W 24 poles to a stake; thence N 45 degrees 30 minutes W 164 poles to a stake in the U.S. Government line; thence leaving said U.S. Government line N 38 degrees 31 minutes E 36.4 poles to two poplars; thence N 56 degrees 56 minutes E 39 poles to a cedar and thorn; thence N 0 degrees 36 minutes W 201 poles to a stake, formerly two hickories; thence N 74 degrees 43 minutes E 7.9 poles to a sugartree stump; thence N 66 degrees 43 minutes E 8 poles to a stake; thence S 62 degrees 22 minutes E 4.8 poles to a

stake; thence S 57 degrees 52 minutes E 13.8 poles to a stake; thence S 60 degrees 22 minutes E 10.6 poles to a sugartree; thence N 51 degrees 38 minutes E 10.3 poles to a walnut stump; thence N 39 degrees 53 minutes E 8.4 poles to a walnut stump; thence N 18 degrees 56 minutes E 10.4 poles to a cedar stump; thence N 60 degrees 26 minutes E 9 poles to a stake; thence S 48 degrees 34 minutes E 2.8 poles to a stake; thence S 82 degrees 4 minutes E 14 poles to a stake; thence N 69 degrees 18 minutes E 27.5 poles to an elm stump; thence S 67 degrees 57 minutes E 82.5 poles to a stake; thence \_\_\_\_\_ poles to a white oak; thence S 39 degrees 37 minutes E 10.85 poles to a stake; thence S 29 degrees 19 minutes W 34.5 poles to an elm; thence S 22 degrees 25 minutes W 50 poles to a rock; thence S 1 degree 59 minutes E 16 poles to a stake; thence S 12 degrees 34 minutes W 23.8 poles to an iron pin; corner in the U.S. Government line; thence with the U.S. Government line S 18 degrees W 39.6 poles to a stake; thence S 39 degrees W 27.7 poles to an iron pin in the U.S. Government line, the point of beginning.

There is excepted from the above a certain cemetery located within the boundary of the above tract and described as follows:

Beginning at a stake running N 46 degrees 15 minutes W 7.85 poles to a stake; N 41 degrees 30 minutes E 5.45 poles; N 70 degrees 30 minutes E 3.88 poles; S 14 E 5.5 poles to a stake; S 29 W 6 poles to a stake.

Being the same property conveyed from Ransom H. Wall, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 27, 1960, and recorded in Deed Book 230, Page 556, Pulaski County Clerk's Office.

#### Tract C-13

BEGINNING on a rock, a common corner to the U.S. Government and the Wall lands; running thence with the U.S. Government line N 45 degrees 30 minutes W 23.4 poles to a stake; N 80 degrees W 28 poles to a stake; N. 61 degrees W 29.7 poles to a stake in a branch, also the corner of Howard Smith lands; thence with Howard Smith's line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; N 70 degrees W 65.5 poles to a stake; S. 29 degrees 31 minutes W 16.4 poles to a stake, also corner in U.S. Government line; thence with said U.S. Government line N 75 degrees 15 minutes W 38.1 poles to a stake in a fence, also corner of Cross lands; thence with Cross line N 80 degrees 57 minutes E 39.3 poles to a cedar, also corner of Cross and Vanhook lands; thence with Vanhook line N 60 degrees E 19.7 poles to an old elm corner; N 16 degrees 32 minutes E 46.5 poles to a maple tree corner; thence N 7 degrees 26 minutes W 9.9 poles to a rock corner; thence N 26 degrees 45 minutes E 24 poles to a rock and fence, corner of Vanhook and Flynn lands; thence with Flynn line S 87 degrees 30 minutes E 25.1 poles to a rock in fence corner; N 41 degrees 13 minutes E 52.7 poles to a hickory and rock corner; also corner of Flynn and Oder lands; thence with Oder line S 1 degree 58 minutes E 25.5 poles to a stake; S 16 degrees 15 minutes E 10 poles to a red elm; thence N 74 degrees 31 minutes E 41 poles to a sugar tree and cedar stump, also corner of Oder and Loveless lands; thence with Loveless line N 4 degrees 26 minutes W 9.7 poles to a stake formerly two dogwoods; thence N 46 degrees 40 minutes E 7 poles to a redbud, also corner of Loveless and Craig lands; thence with Craig line S 79 degrees 25 minutes E 41.9 poles to a stake, also corner of Craig and Wall lands; thence with said Wall line S 0 degrees 36 minutes E 132.8 poles to a cedar and thorn tree; thence S 56

degrees 56 minutes W 39 poles to two poplars; thence S 38 degrees 31 minutes W 36.4 poles to a rock, the point of beginning. The same containing 150.25 acres, be the same more or less.

Being the same property conveyed from Ruth Kramer, et al to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 12, 1960, and recorded in Deed Book 232, Page 172, Pulaski County Clerk's Office.

Tract C-14

Beginning at a stone in a branch in the U.S. Government line also a corner of the Smith heirs' land; thence running with said Smith heirs' line N 29 degrees 31 minutes E 13.2 poles to a poplar, dogwood and mulberry trees; thence still with Smith heirs' line N 70 W 65.5 poles to a stake; thence S 29 degrees 31' W 16.4 poles to a stake in the U.S. Government line; thence with said U.S. Government line S 75 degrees 15' E 54.4 poles to a stake in said government line; thence still with the U.S. Government line S 61 degrees E 17.3 poles to the stake in the branch, the point of beginning, containing 5.125 acres.

Being the same property conveyed from Howard S. Smith, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated November 15, 1960, and recorded in Deed Book 232, Page 245, Pulaski County Clerk's Office.

Tract C-15

Beginning at a point now marked by an iron stake on the State Highway #1247 right of way line and Carodine Edwards corner and proceeding on a bearing of S - 67 degrees E a distance of 1108 feet. (This line having been established as the boundary line between James Van Hook and Carodine Edwards). Thence with said line S - 87 degrees 30 minutes E a distance of 1128.5 feet to a stone (stake) at East Kentucky RECC, Vanhook and Carodine Edwards corner. Thence: S-26 degrees 45 minutes W a distance of 396 feet to a point (stone) in the line between James Vanhook and East Kentucky RECC. Thence: S - 7 degrees 26 minutes W with said line a distance of 163.35 feet to a maple tree now a corner between James Vanhook and East Kentucky RECC. Thence: S - 16 degrees 32 minutes W a distance of 73 feet to a point (iron stake). Thence: N - 67 degrees 22 minutes W a distance of 1622.4 feet to an iron stake. Thence: N - 66 degrees 16 - W a distance of 568.5 feet to an iron stake; Thence: N - 31 degrees 05 minutes a distance of 89 feet to an iron stake in fence. Thence: N - 87 degrees 41 minutes a distance of 55.5 feet to an iron stake in Highway Right of Way line. Thence: with said Highway #1247 Right of Way line on a bearing of N - 60 degrees 30 minutes E a distance of 214 feet to the beginning. The above described tract contains 15.5 acres more or less.

Being the same property conveyed from Hettie Vanhook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, page 298.

Tract C-16

Beginning at a corner with Johnie McDaniel and Southern Railroad S 41 degrees 30' E, 20 feet to a point in fence; thence 60 feet in a southeasterly direction and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81 degrees 35' Rt., D = 10 degrees, P.I. = 7 + 58.67, R = 573', T = 495.05, PC = 2+63.62, LC = 815.83, PT = 10+79.45) to a point in fence line along road (a point which bears N - 25 degrees W, 136' from Neely's and McDaniels corner). Thence along road N 25 degrees W, 192.35' to a corner with Southern Railroad R.O.W., thence with Railroad R.O.W. fence S 44 degrees W, 385.5' to the point of beginning, containing 0.77 acres more or less.

Being the same property conveyed from Johnie McDaniel, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 600, Pulaski County Clerk's Office.

#### Tract C-17

Beginning at a point in fence line 84' in a southeasterly direction from a corner of Jesse and Magadeline Cook and Southern Railroad and 60' from and parallel to a 10 degree curve surveyed by Southern Railway Company Engineers (curve data being as follows: Angle = 81° 35' Rt., D = 10°, P. I. = 7 + 5867, T = 495.05, PC = 2 + 63.62, LC = 815.83, R = 573', PT = 10 + 79.45) to a point in fence line which is property line Jesse and Magadeline Cook and this point being at right angles and 60' to the left of Station 10 + 29 Southern Railroad Survey. Thence on a bearing of S 24° 5 SE 129.5 ft. to a corner of Bates at Kentucky state highway #1247 R/W. Thence on a bearing of So. 68° 28' W to a point in R/W fence a distance of 74'. Thence in a Northwesterly direction and parallel to a 10° curve a distance of 64' from corner of Jesse and Magadeline Cook and on a bearing of N 25° W. Thence a distance of 138' N 25° W to the beginning. This tract contains 1.17 acres more or less.

Being the same property conveyed from Jesse Cook, et ux, to East Kentucky Rural Electric Cooperative Corporation by Deed dated August 19, 1961, and recorded in Deed Book 237, Page 296, Pulaski County Clerk's Office.

#### Tract C-18

BEGINNING on a concrete monument found on the Right of Way of Smith's Ferry Road, said pin being a corner of Chestina Burton and Doran Burton, her husband, (Deed Book 429, Page 610) and the East Kentucky Power Cooperative, Inc., with its principal office at P.O. Box 707, Winchester, Kentucky 40392 (Deed Book 366, Page 303);

Thence South 52°00'41" West for a distance of 745.61' with a new agreed line to an iron pin found;

Thence South 52°00'41" West for a distance of 372.11' with a new agreed line to an iron pin found;

Thence South 52°00'41" West for a distance of 290.90' with a new agreed line to a PK nail in a stone;

Thence South 74°35'38" West for a distance of 728.30' with a new agreed line to a Rock at a Forked Cedar found;

Thence South 5°28'38" West for a distance of 245.11' with a new agreed line to an Iron Pin found; said pin being a corner of Chestina Burton and Doran Burton, her husband (Deed Book 429, Page 610) and the East Kentucky Power Cooperative, Inc., with its principal office at P.O. Box 707, Winchester, Kentucky 40392 (Deed Book 366, Page 303).

Being the same property conveyed from Lee Hill, et al, to East Kentucky Power Cooperative, Inc. by Boundary Line Agreement and Quitclaim Deed dated January 19, 1998, and recorded in Deed Book 612, Page 73, Pulaski County Clerk's Office.

Tract C-19

Beginning on an iron pin in the North right-of-way line of the Southern Railroad spur line to Cooper Power Plant the southwest corner to the property herein described; thence N 18 14' E, 88.5 feet to an iron pin; thence N 29 12' E 266.2 feet to an iron pin and a fence corner; thence with the fence 62 11' E, 125.8 feet to an iron pin; thence N 75 40' W, 26.3 feet to an iron pin; thence S 17 57' W, 102.6 feet to the point of beginning, containing 1.17 acres.

Being the same property conveyed from Diane Jones, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1998, and recorded in Deed Book 612, Page 70, Pulaski County Clerk's Office.

334. All the tracts of property comprising the site of the Spurlock Power Station as follows:

Tract SP-1

A certain parcel of land lying on the east side of the South Ripley county road, approximately 1100 feet east of a private drive with its intersection of the South Ripley County road, and said parcel further being approximately 3 miles northeast of South Ripley, and beginning at a point (Iron Pin) in an existing fence line, and said point further being S 2 56' W 15 feet from a corner fence post, a common corner to property owned by Grantor and property now owned by the Huber Heirs, said point also being S 2 56' W 7.50 feet from the centerline of a private drive, entrance to property owned by Grantor; thence running S 89 26' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 75 22' E 40 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 65 deg 30' E 129 feet, more or less, to a point, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence running N 69 48' E 51.25 feet, more or less, to a point (Iron Pin) in an existing fence line, said point further being 7.50 feet right (90 deg.) from the centerline of said private drive; thence leaving said private drive and running with an existing fence line S 3 47' E 313.75 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 88 40' W 275.00 feet, more or less, to a point (corner fence post); thence running with an existing fence line N 2 56' E 224.80 feet, more or less, to the beginning, containing 1.557 acres, more or less, as shown on the attached plat entitled "Martha Works" property, and being bounded on the north by Grantor and on the east, south and west by Huber.

Being the same property conveyed from Martha Burnett Works to East Kentucky Rural Electric Cooperative Corporation by Deed dated October 31, 1973, and recorded in Deed Book 191, Page 99, Mason County Clerk's Office.

Tract SP-2

Parcel 1

Beginning at a pin with cap set in the center line of South Ripley road and being in the North right of way line of Kentucky Highway #576. Said point of beginning being 65 feet from the center line of said Kentucky Highway #576 at a point that is 1.44 miles West of the intersection with Old Kentucky Highway #10. Said point of beginning also being known as N431856.198, E2116061.418 on the Kentucky State plane, North zone grid datum; thence, with the North right of way line of said Kentucky Highway #576, North  $87^{\circ}52'37''$  West 31.70 feet to a pin with cap set; thence South  $01^{\circ}31'20''$  West 35.00 feet to a pin with cap set, being 30.0 feet from the center line of said Kentucky Highway #576; thence, with the arc of a 200 foot spiral having a Theta Angle of  $7^{\circ}00'$ , by chord North  $88^{\circ}31'36''$  West 20.54 feet to a pin with cap set; thence North  $88^{\circ}33'04''$  West 1037.15 feet to a pin with cap set, being a corner to the Rozena Lee Germann property; thence, leaving said highway right of way and with the fence to said Germann, North  $05^{\circ}44'56''$  West 345.88 feet to a pin with cap set; thence North  $04^{\circ}05'13''$  West 362.58 feet to a pin with cap set; thence North  $02^{\circ}38'01''$  West 158.90 feet to a pipe found, being a corner to East Kentucky Power Cooperative property; thence, with the line to said East Kentucky Power, South  $81^{\circ}37'35''$  East 217.26 feet to a pipe found; thence South  $70^{\circ}18'39''$  East 208.14 feet to a pipe found; thence South  $66^{\circ}27'33''$  East 93.83 feet to a pipe found; thence North  $21^{\circ}06'20''$  West 124.01 feet to a pipe found; thence North  $53^{\circ}35'16''$  West 274.93 feet to a pipe found; thence North  $62^{\circ}20'19''$  West 270.57 feet to a pin with cap set; thence North  $18^{\circ}37'06''$  West 189.84 feet to a pin with cap set; thence North  $04^{\circ}17'31''$  East 134.13 feet to a pipe found; thence North  $89^{\circ}30'06''$  East 297.95 feet to a pipe found; thence North  $22^{\circ}10'52''$  East 54.00 feet to a pipe found; thence North  $53^{\circ}20'39''$  West 358.10 feet to a pipe found; thence North  $33^{\circ}23'16''$  West 100.76 feet to a pipe found; thence North  $41^{\circ}08'39''$  East 103.86 feet to a pipe found in a fence, being a corner to the Cecil and Geneva Wilson property; thence, with the line to said Wilson, South  $78^{\circ}25'29''$  East 1153.57 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of said South Ripley road and other lands of East Kentucky Power, South  $03^{\circ}32'46''$  West 403.86 feet to a pin with cap set; thence, South  $03^{\circ}35'00''$  West 280.25 feet to a pin with cap set; thence South  $0^{\circ}27'21''$  East 86.87 feet to a pin with cap set; thence South  $04^{\circ}20'32''$  East 43.30 feet to a pin with cap set; thence South  $06^{\circ}10'49''$  East 267.31 feet to a pin with cap set; thence South  $04^{\circ}57'58''$  East 555.24 feet to the point of beginning and containing 42.092 acres.

Parcel 2:

Commencing at a pin with cap set in the center line of South Ripley road and its intersection with the North right of way line of Kentucky Highway #576 and being the point of beginning of parcel #1, known as N431856.198, E2116061.418 on the

Kentucky State plane, North zone, grid datum; thence, with the North right of way line of said Kentucky Highway #576, South  $87^{\circ}52'37''$  East 45.02 feet to a pin with cap set; thence South  $03^{\circ}02'41''$  West 35.00 feet to a pin with cap set and being 30.0 feet from the center line of said Kentucky Highway #576; thence with the arc of a 200 foot spiral having a Theta Angle of  $7^{\circ}00'$ , by chord of South  $84^{\circ}33'48''$  East 107.47 feet to a pin with cap set; thence with the arc of a curve, having a radius of 848.51 feet, a degree of  $7^{\circ}00'$  and 169.72 feet to a pin with cap set and being the true point of beginning of parcel #2, also being known as N431767.531, E2116376.012 on the Kentucky State plane, North zone, grid datum; thence, leaving the North right of way line of said Kentucky Highway #576 and with the line of East Kentucky Power Cooperative property, North  $21^{\circ}53'00''$  East 826.14 feet 676.13 feet to a pin and cap found; thence North  $84^{\circ}56'49''$  East 177.46 feet to a pin and cap found; thence North  $88^{\circ}56'32''$  East 99.41 feet to a pin and cap found; thence South  $63^{\circ}18'02''$  East 200.82 feet to a pin and cap found; thence South  $70^{\circ}05'29''$  East 239.23 feet to a pin and cap found; thence south  $70^{\circ}40'55''$  East 146.74 feet to a pin and cap found; thence South  $64^{\circ}53'27''$  East 131.77 feet to a pin and cap found; thence South  $85^{\circ}10'28''$  East 75.63 feet to a pin and cap found; thence South  $66^{\circ}26'42''$  East 139.55 feet to a bent pin found; thence South  $54^{\circ}29'06''$  East 127.81 feet to a pin and cap found; thence South  $67^{\circ}21'37''$  East 158.27 feet to a pin and cap found; thence North  $88^{\circ}28'14''$  East 159.03 feet to a pin with cap set; thence South  $72^{\circ}36'24''$  East 334.99 feet to a pin with cap set; thence North  $78^{\circ}11'33''$  East 128.77 feet to a pin and cap found; thence North  $59^{\circ}34'55''$  East 102.86 feet to a pin and cap found, being a corner to other lands of East Kentucky Power Cooperative; thence, with the line to said other lands of East Kentucky Power, South  $12^{\circ}09'53''$  West 255.93 feet to a pin with cap set in the center line of a small stream at the remains of a stone wall; thence, up the stream, South  $70^{\circ}16'51''$  West 163.48 feet to a pin with cap set in the center line of said stream at its intersection with a drain; thence South  $40^{\circ}24'11''$  West 627.14 feet to a pin with cap set in a fence; thence South  $36^{\circ}03'33''$  West 385.11 feet to a pin with cap set, being a corner to the James A. and Sue D. Grant property; thence, with the line to said Grant, North  $78^{\circ}39'32''$  West 1031.79 feet to a pin with cap set; thence South  $22^{\circ}26'24''$  West 317.37 feet to a pin with cap set in the North right of way line of Kentucky Highway #576, said pin being 30.0 feet from the center line of said highway; thence, with the North right of way line of said highway, North  $50^{\circ}20'57''$  West 172.83 feet to a pin with cap set; thence, Degree of  $2^{\circ}25'22''$  and a Delta Angle of  $12^{\circ}45'$ , by chord North  $47^{\circ}09'33''$  West 259.67 feet to a pin with cap set; thence, continuing with same curve, by chord North  $40^{\circ}47'03''$  West 259.66 feet to a pin with cap set; thence North  $37^{\circ}35'39''$  West 236.79 feet to a pin with cap set; thence, with the arc of a 200 foot spiral having a Theta Angle of  $7^{\circ}00'$ , by chord North  $39^{\circ}56'59''$  West 203.71 feet to a pin with cap set; thence, with the arc of a curve having a 848.51 foot radius, a degree of  $7^{\circ}00'$  and a Delta Angle of  $50^{\circ}49'$ , by Chord North  $53^{\circ}52'47''$  West 271.12 feet to a pin with cap set; thence, continuing with the same curve, by chord North  $66^{\circ}31'34''$  West 102.22 feet to the point of beginning and containing 72.157 acres. The above described two parcels of land contain a total of 114.249 acres as surveyed by Arlie Caudill, RLS #2749 on October 21, 1992.

Being the same property conveyed from Pauline Taylor to East Kentucky Power Cooperative, Inc. by Deed dated February 10, 1993, and recorded in Deed Book 250, Page 61, Mason County Clerk's Office.

Tract SP-3

Beginning at a pin with cap set in the centerline of South Ripley Road at a point that is 1701.7 feet North of said road's intersection with the centerline of Kentucky Highway #576 and being a corner to Pauline Taylor property and to East Kentucky Power Cooperative property. Said point of beginning is also known as N433487.828, E2116023.101 on the Kentucky State plane, North zone, grid datum; thence, leaving South Ripley Road and with the line of Pauline Taylor, North 78°25'29" West 1153.57 feet to a pipe found and being a corner to other lands of East Kentucky Power Cooperative; thence, with the lines to said East Kentucky Power, North 41°16'46" East 54.56 feet to a pipe found; thence, North 54°15'36" West 185.39 feet to a pipe found; thence North 29°20'22" East 194.83 feet to a pipe found; thence North 75°35'04" West 158.03 feet to a pipe found; thence North 35°21'14" West 176.87 feet to a bent pipe found; thence North 56°30'01" East 377.16 feet to a bent pipe found; thence North 57°10'41" East 210.69 feet to a pin found; thence North 02°01'23" West 173.13 feet to a pipe found; thence North 52°36'52" West 104.94 feet to a pipe found; thence South 31°33'24" West 71.60 feet to a pipe found; thence South 74°06'11" West 269.67 feet to a pipe found; thence South 86°10'50" West 111.75 feet to a pipe found; thence North 32°41'27" West 95.23 feet to a bent pipe found; thence North 19°45'08" West 194.31 feet to a pipe found; thence North 16°14'51" East 132.33 feet to a pipe found; thence North 18°19'54" West 116.31 feet to a pipe found; thence North 06°19'22" West 196.46 feet to a pipe found; thence North 16°39'27" West 69.82 feet to a pipe found; thence North 08°56'47" West 151.03 feet to a pipe found; thence North 0°32'26" East 109.82 feet to a pipe found; thence North 55°08'48" East 107.86 feet to a pin with cap set; thence North 54°34'13" East 156.07 feet to a pipe found; thence North 16°54'31" West 103.33 feet to a pipe found; thence South 84°25'43" East 167.05 East 309.92 feet to a pipe found; thence South 67°36'38" East 135.26 feet to a pipe found; thence South 73°16'37" East 217.48 feet to a pipe found; thence South 71°32'24" East 162.26 feet to a pipe found; thence North 85°56'24" East 136.78 feet to a pipe found; thence South 52°32'43" East 198.44 feet to a pipe found; thence North 04°01'42" West 92.65 feet to a pipe found; thence North 30°18'26" East 115.62 feet to a pipe found; thence South 83°40'41" East 113.59 feet to a pipe found; thence North 12°41'48" West 112.87 feet to a pipe found; thence North 19°36'32" East 134.03 feet to a pipe found; thence South 81°15'39" West 197.65 feet to a pin with cap set; thence South 69°26'10" West 68.51 feet to a pipe found; thence South 87°33'10" West 77.74 feet to a pipe found; thence North 83°36'05" West 77.14 feet to a pipe found; thence North 64°26'22" West 73.20 feet to a bent pipe found; thence North 60°26'08" West 160.03 feet to a pipe found; thence North 48°32'29" West 263.37 feet to a pipe found; thence North 12°09'19" West 68.29 feet to a bent pipe found; thence North 74°51'45" West 133.28 feet to a pin with cap set; thence North 59°52'27" West 273.15 feet to a pin with cap set; thence North 56°04'27" West 247.88 feet to a pin with cap set; thence North 81°16'32" East 114.89 feet to a pin with cap set and being a corner to other land of East Kentucky Power Cooperative; thence, with the fence line to said other lands of East Kentucky Power, South 78°39'36" East 111.47 feet to a pin with cap set; thence South 78°48'23" East 725.55 feet to a pin with cap set at a fence corner being a corner to W. W. and Emma Hord; thence, with the line to said Hord, South 79°05'34" East 1190.04 feet to a pin with cap set in the center line of South Ripley road, being a corner to other lands of East Kentucky Power Cooperative; thence, with the center line of South Ripley road and line

to said East Kentucky Power, South 33°12'08" West 203.11 feet to a pin with cap set; thence South 32°45'46" West 780.11 feet to a pin with cap set; thence South 24°00'09" West 64.65 feet to a pin with cap set; thence South 12°15'24" West 57.11 feet to a pin with cap set; thence South 02°20'32" West 303.03 feet to a pin with cap set; thence South 01°56'59" West 562.54 feet to a pin with cap set; thence South 03°28'40" West 118.55 feet to a pin with cap set; thence South 12°58'28" West 107.04 feet to a pin with cap set; thence South 26°10'06" West 180.90 feet to a pin with cap set; thence South 22°13'13" West 59.51 feet to a pin with cap set; thence South 07°42'45" West 60.52 feet to a pin with cap set; thence South 07°31'36" East 72.30 feet to a pin with cap set; thence South 11°38'52" East 125.70 feet to a pin with cap set; thence South 03°42'17" East 64.53 feet to a pin with cap set; thence South 02°43'58" West 96.86 feet to the point of beginning and containing 88.218 acres of land as surveyed by Arlie Caudill, RLS #2749 on November 6, 1992.

Being the same property conveyed from Cecil Wilson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1992, and recorded in Deed Book 249, Page 421, Mason County Clerk's Office.

Tract SP-4

Being a 3.5126 acre parcel of Abandoned and Closed right of way for Old South Ripley Road; being bound on all sides by East Kentucky Power Cooperative (D.B. 250, P. 61 and D.B. 249, P. 421); located on the north side of KY 576 (Tuckahoe Road) and east of the New South Ripley Road and being more particularly bound and described as follows:

Beginning at a point in the north right of way line of KY 576 (Tuckahoe Road), 30 feet from the centerline thereof; said point also being further located N 86° 03' 36" E – 295.09 feet from the intersection of the centerline of KY 576 with the centerline of the South Ripley Road (station 1+00), said point also being 295.00 feet right of South Ripley Road centerline station 1+07.31 as shown on the Mason County Roadway Plans designated South Ripley Road Relocation dated 1994; thence with the west right of way line of the old road, North zero degrees thirty six minutes twenty four seconds East (N 00°36'24" E), a distance of one hundred thirty five and 16/100 (135.16) feet; thence with the old right of way line, North three degrees thirty six minutes thirty seconds West (N 03°36'30" W), a distance of three hundred eighty one and 75/100 (381.75) feet; thence with the old right of way line, North five degrees fifty four minutes forty six seconds West (N 05°54'46" W), a distance of two hundred twenty six and 51/100 (226.51) feet; thence with the old right of way line, North two degrees forty six minutes thirty five seconds West (N 02°46'35" W), a distance of two hundred forty five and 16/100 (245.16) feet; thence with the old right of way line, North five degrees ten minutes eight seconds East (N 05°10'08" E), a distance of seven hundred thirty five and 11/100 (735.11) feet; thence with the old right of way line, North five degrees forty minutes thirty eight seconds West (N 05°40'38" W), a distance of three hundred thirty eight and 98/100 (338.98) feet; thence with the west right of way line of the old county road, North twenty five degrees thirty six minutes twenty two seconds East (N 25°36'22" E) a distance of one hundred eighty five and 94/100 (185.94) feet; thence with the old right of way line of the abandoned and closed county road North twenty degrees twenty two minutes twenty six seconds East (N 20°22'26" E), a distance of one

hundred ninety one and 20/100 (191.20) feet; thence with the old right of way line, North five degrees fifty minutes fifty three seconds East (N 05°50'53" E), a distance of one hundred eighty one and 63/100 (181.63) feet; thence with the old right of way line, North two degrees fifty three minutes nineteen seconds East (N 02°53'19" E), a distance of four hundred eighty nine (489.00) feet; thence with the old right of way line, North four degrees fifty four minutes twenty seconds East (N 04°54'24" E), a distance of three hundred twenty two and 1/100 (322.01) feet; thence with the old right of way line of the abandoned and closed county road, North zero degrees fifty one minutes fifty seconds East (N 00°51'50" E), a distance of seventy one and 84/100 (71.84) feet to a point in the east right of way line of the Relocated South Ripley Road, 50 feet right of centerline station 38+99; thence with the east right of way line of the Relocated South Ripley Road, North eighty three degrees nineteen minutes nine seconds East (N 83°19'09" E), a distance of sixty and 8/100 (60.08) feet to a point in the east right of way line of the Relocated South Ripley Road, 85 feet right of centerline station 38+50; thence leaving the east right of way line of the Relocated South Ripley Road with the old east right of way line of the abandoned road, South five degrees twenty one minutes forty five seconds West (S 05°21'45" W), a distance of four hundred twenty eight (428.00) feet; thence with the old right of way line of the old abandoned and closed county road, South three degrees forty five minutes four seconds West (S 03°45'04" W), a distance of five hundred thirty three and 16/100 (533.16) feet; thence with the old right of way line, South one degree eight minutes thirty seven seconds West (S 01°08'37" W), a distance of one hundred seventy three and 12/100 (173.12) feet; thence with the old right of way line, South thirty three degrees twenty four minutes twelve seconds West (S 33°24'12" W), a distance of seventy two and 59/100 (72.59) feet; thence with the old right of way line of the old abandoned and closed county road, South twenty four degrees four minutes forty seconds West (S 24°04'40" W), a distance of two hundred twenty seven and 82/100 (227.82) feet; thence with the old right of way line, South thirteen degrees four minutes twenty eight seconds West (S 13°04'28" W), a distance of seventy one and 24/100 (71.24) feet; thence with the old right of way line, South seven degrees fifteen minutes zero seconds East (S 07°15'00" E), a distance of two hundred (200.00) feet; thence with the old right of way line, South four degrees forty five minutes twenty four seconds West (S 04°45'24" W), a distance of eight hundred fourteen and 52/100 (814.52) feet; thence with the old right of way line of the abandoned and closed county road, South zero degrees three minutes eighty seven seconds West (S 00°03'87" W), a distance of eighty seven and 75/100 (87.75) feet; thence with the old right of way line, South three degrees fifty four minutes thirty six seconds East (S 03°54'36" E), a distance of three hundred twenty eight and 79/100 (328.79) feet; thence with the old right of way line, South three degrees forty eight minutes five seconds East (S 03°48'05" E), a distance of four hundred thirty two and 45/100 (432.45) feet; thence with the old right of way line of the abandoned and closed county road South three degrees nineteen minutes thirty five seconds East (S 03°19'35" E), a distance of one hundred forty two and 60/100 (142.60) feet to a point in the north right of way line of KY 576 (Tuckahoe Road); thence with the north right of way line of KY 576, South eighty six degrees forty four minutes seven seconds West (S 86°44'07" W), a distance of forty two and 93/100 (42.93) feet back to the true point of beginning; and containing three and 51/100 (3.5126) acres or one hundred fifty three thousand eight (153008) square feet. The bearings being correlated to True North as surveyed by James H. Pollitt, RLS 723 in 1995. The above described 3.5126 acre parcel of land is subject to any legal easements of record for access, utilities, and surface water runoff,

and is depicted on a survey sketch labeled as Appendix 1, attached hereto and made a part hereof.

Being the same property conveyed from Mason County, Kentucky, to East Kentucky Power Cooperative, Inc. by Deed dated December 18, 1995, and recorded in Deed Book 263, Page 113, Mason County Clerk's Office.

Tract SP-5

Beginning at a P.K. nail in the centerline of South Ripley Road, said point being 65' from the centerline of old KY Highway #8, and being further located by the Ky. State Plane North Zone Coordinate System; being situated at North 431860.290, East 2116062.735, thence with the centerline of South Ripley Road;

1. North 4°57'28" W 553.32' to a P.K. nail, thence;
2. North 6°08'39" West 267.31' to a P.K. nail, thence;
3. North 3°52'42" West 43.30' to a P.K. nail, thence;
4. North 0°06'42" West 86.76' to a P.K. nail, thence;
5. North 3°20'13" East 280.25' to a P.K. nail, thence;
6. North 3°16'23" East 410.97' to a P.K. nail in centerline of South Ripley Road and property line of Kerr, thence with the property line of Kerr;
7. South 76°11'40" East 88.68' to an iron pin; thence;
8. South 76°11'40" East 478.47' to a fence post, thence;
9. North 54°0'55" East 18.02' to a fence post, thence;
10. South 80°11'00" East 1050.00' to an 18" maple, thence;
11. South 15°31'29" East 21.70' to a fence post, thence;
12. North 82°26'35" East 544.97' to a 12" maple, thence;
13. South 60°43'49" East 796.04' to a 14" maple, thence;
14. North 28°06'14" East 45.43' to a fence post, thence;
15. South 52°44'54" East 819.74' to an iron pin at the common corner of Kerr, East Ky. Power and Huber, thence with the property line of Huber;
16. South 12°43'48" West 484.93' to an iron pin, common corner to Huber and Taylor, thence leaving the common corner with Huber and thence with a division line of Taylor;
17. South 59°41'57" West 102.83' to an iron pin, thence;
18. South 78°14'41" West 128.38' to an iron pin, thence;
19. North 72°32'56" West 334.83' to an iron pin, thence;
20. South 88°31'22" West 159.01' to an iron pin, thence;
21. North 67°18'54" West 158.21' to an iron pin, thence;
22. North 54°25'12" West 127.87' to an iron pin, thence;
23. North 66°25'18" West 139.46' to an iron pin, thence;
24. North 85°05'10" West 75.62' to an iron pin, thence;
25. North 65°51'04" West 131.75' to an iron pin, thence;
26. North 70°38'44" West 146.72' to an iron pin, thence;
27. North 70°03'04" West 239.21' to an iron pin, thence;
28. North 63°15'07" West 200.75' to an iron pin, thence;
29. South 88°57'30" West 99.43' to an iron pin, thence;

30. South 84°58'12" West 177.42' to an iron pin, thence;
31. North 78°25'45" West 676.13' to an iron pin, thence;
32. South 21°50'06" West 824.37' to a point in the existing R/W of Old Ky. 8, thence with the existing R/W of Old Ky. 8;
33. North 74°55'58" West 151.27' to a point in said R/W, thence;
34. North 83°57'13" West 125.48' to a point in said R/W, thence;
35. North 01°31'37" West 35.00' to a point in existing R/W, thence;
36. North 88°28'23" West 44.89' to the beginning containing 78.43 acres.

Being the same property conveyed from Pauline Taylor, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 12, 1981, and recorded in Deed Book 212, Page 380, Mason County Clerk's Office.

Tract SP-6

That certain tract of land situated in Mason County, Kentucky, on the east side of the South Ripley Road a short distance from Kentucky Highway #8, being bounded on the North by Charles Hutchings, on the East by Phillips, on the South by Loyd, and on the West by South Ripley Road, and containing 100 acres. For metes and bounds description see D.B. 164, Page 581, Mason County Court Clerk's records; being more particularly described as follows:

Beginning at a point in the South Ripley Road corner to Loyd; thence with the road center north 4 east 100 feet; thence north 5 west 69 feet; thence north 11-1/2 west 186 feet; thence north 2 east 67 feet; thence north 28 east 227 feet; thence north 15-1/2 east 65 feet; thence north 4 east 200 feet; thence north 2-1/2 west 543 feet to the west terminus of a line of partition established July 14, 1953; thence with the line of partition south 64-1/2 east 934 feet; thence sharply up a hill north 31-1/2 east 330 feet to a 15 inch ash tree; thence south 60 east 2980 feet to the east terminus of the line of partition and in the line of Phillips; thence with the line of Phillips south 9 west 1043 feet to a point in a ravine corner to Phillips and to Loyd; thence up a ravine with the line of Loyd north 62 west 100 feet; thence north 51 west 400 feet; thence north 54 west 100 feet; thence north 56 west 63 feet; thence north 43 west 85 feet; thence north 44 west 65 feet; thence north 58 west 75 feet; thence north 65 west 73 feet; thence north 50-1/2 west 100 feet; thence north 49 west 74 feet; thence crossing to the far side of the ravine south 41 west 38 feet; thence north 54 west 100 feet; thence north 56 west 100 feet; thence north 60-1/2 west 100 feet; thence north 60 west 88 feet; thence north 63 west 100 feet; thence north 77 west 143 feet; thence north 58 west 100 feet; thence north 69 west 67 feet; thence south 79-1/2 west 100 feet; thence south 80-1/2 west 300 feet; thence south 83 west 132 feet; thence crossing the ravine to the near side north 7 west 31 feet; thence south 83 feet west 86 feet; thence north 80 west 964 feet, thence crossing the ravine again to the far side south 10 west 28 feet; thence north 73 west 551 feet to the point of beginning, and containing 100 acres.

Being the same property conveyed from Jessie L. Kerr, et al, to East Kentucky Power Cooperative, Inc. by Deed dated November 15, 1979, and recorded in Deed Book 207, Page 621, Mason County Clerk's Office.

Tract SP-7

Beginning at a p.k. nail in the centerline of the South Ripley Road being N434916.468 E2116150.981 Ky State Plane Coordinate System (North Zone), approximately ½ mile North of Ky. Highway 8, thence meandering with the centerline of said road;

1. North 02°32' East 303.04' to a p.k. nail, thence;
2. North 13°35' East 57.11' to a p.k. nail, thence;
3. North 26°04' East 64.67' to a p.k. nail, thence;
4. North 32°43' East 780.11' to a p.k. nail, thence;
5. North 31°06' East 295.40' to a p.k. nail in the centerline of the intersection of Tuckahoe Turnpike and a gravel road known as Peggs Hill Road, thence with the meanderings of centerline of gravel road;
6. South 65°22' East 85.63' to a concrete nail, thence;
7. South 73°56' East 62.53' to a point in the centerline of the road, thence;
8. South 76°30' East 133.68' to a concrete nail, thence;
9. South 73°42' East 88.24' to a point in the centerline of a gravel road, thence;
10. South 65°17' East 56.64' to a concrete nail, thence;
11. South 57°57' East 42.46' to a concrete nail, thence;
12. South 52°37' East 45.56' to a point in the centerline of a gravel road, thence;
13. South 44°54' East 53.10' to a concrete nail, thence;
14. South 38°05' East 44.08' to a concrete nail, thence;
15. South 33°03' East 42.75' to a point in the centerline of a gravel road, thence;
16. South 25°53' East 74.26' to a concrete nail, thence;
17. South 19°29' East 153.06' to a concrete nail, thence;
18. South 29°49' East 59.40' to a point in the centerline of a gravel road, thence;
19. South 43°32' East 48.54' to a concrete nail, thence;
20. South 52°49' East 47.32' to a concrete nail, thence;
21. South 60°02' East 45.61' to a point in the centerline of gravel road, thence;
22. South 67°59' East 50.53' to a p.k. nail, thence;
23. South 75°34' East 240.12' to a point in the centerline of gravel road, thence;
24. South 81°57' East 107.06' to a p.k. nail, thence;
25. South 82°37' East 351.64' to a point in the centerline of gravel road, thence;
26. North 84°39' East 59.27' to a p.k. nail, thence;
27. North 76°34' East 112.27' to a p.k. nail, thence;
28. South 83°18' East 33.68' to a point in the centerline of gravel road, thence;
29. South 48°41' East 41.18' to a p.k. nail, thence;
30. South 43°28' East 69.88' to a p.k. nail, thence;
31. South 52°21' East 49.47' to a point in the centerline of gravel road, thence;
32. South 55°52' East 57.95' to a p.k. nail, thence;
33. South 58°16' East 188.87' to a p.k. nail, thence;
34. South 53°51' East 50.44' to a point in the centerline of gravel road, thence;
35. South 55°17' East 124.12' to a p.k. nail, thence;
36. South 59°24' East 56.43' to a point in the centerline of gravel road, thence;
37. South 62°49' East 261.76' to a p.k. nail, thence;
38. South 60°29' East 54.61' to a point in the centerline of gravel road, thence;
39. South 53°23' East 62.05' to a concrete nail, thence;
40. South 53°03' East 95.25' to a concrete nail, thence;
41. South 56°42' East 41.24' to a concrete nail, thence;
42. South 61°20' East 51.11' to a point in the centerline of gravel road, thence;
43. South 64°56' East 54.95' to a concrete nail, thence;

44. South 66°37' East 272.28' to a point in the centerline of gravel road; thence;
45. South 68°25' East 85.73' to a p.k. nail, thence;
46. South 71°36' East 163.39' to a point in the centerline of gravel road, common corner to Wallingford, thence with the division line of Bay and Wallingford;
47. South 12°32' East 1277.92' to an iron pin in the fence corner to East Kentucky Power and Kerr, thence with the division line of this tract and Kerr, thence;
48. North 61°29' West 2956.70' to an iron pin in the fence, thence;
49. South 33°58' West 329.03' to an iron pin in the fence, thence;
50. North 48°04' West 317.19' to an iron pin in the fence, thence;
51. North 72°11' West 627.93' to the beginning containing 107.26+/- acres.

Being the same property conveyed from George L. Bay, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 14, 1980, and recorded in Deed Book 209, Page 601, Mason County Clerk's Office.

Tract SP-8

Tract 3A. Beginning at a p.k. nail in the center of Peggs Hill Road, said point approximately .70 of a mile from Tuckahoe Turnpike Road thence with the meanderings of the centerline of Peggs Hill Road, and the line of George Bay;

1. North 71°36' West 163.39' to a p.k. nail, thence;
2. North 68°25' West 85.73' to a point in the road, thence;
3. North 66°37' West 272.28' to a p.k. nail, thence;
4. North 64°56' West 54.95' to a point in the road, thence;
5. North 61°20' West 51.11' to a p.k. nail, thence;
6. North 56°42' West 41.23' to a p.k. nail, thence;
7. North 53°03' West 95.25' to a p.k. nail, thence;
8. North 55°23' West 62.05' to a point in the road, thence;
9. North 60°29' West 54.61' to a p.k. nail, thence;
10. North 62°49' West 261.76' to a point in the road, thence;
11. North 59°24' West 56.43' to a p.k. nail, thence;
12. North 55°17' West 124.12' to a p.k. nail, thence;
13. North 53°51' West 50.44' to a p.k. nail, thence;
14. North 58°16' West 188.87' to a p.k. nail, thence;
15. North 55°52' West 57.95' to a point in the road, thence;
16. North 52°21' West 49.47' to a p.k. nail, thence;
17. North 43°28' West 69.88' to a p.k. nail, thence;
18. North 44°19' West 24.17' to a p.k. nail, corner to Vernon Huber, thence with the existing division line fence;
19. North 28°28' West 247.18' to a fence post, thence;
20. North 34°50' West 208.56' to an iron pin, in fence line, said point being 100 ft. right of RR station 2610, thence with the severance line;
21. South 72°06' East 315.96' to an iron pin, said point being 200 ft. right of RR station 2607, thence;
22. South 62°19' East 1154.80' to an iron pin, said point being 200 ft. right of RR station 2595, thence;
23. South 71°51' East 570.66' to an iron pin, said point being 150 ft. right of RR station 2590 and common corner to Wallenford;
24. South 14°51' West 71.79' to a 24" Maple tree in the fence line, thence;

25. South 13°00' West 377.18' to the beginning containing 16.18 +/- acres.

Being the same property conveyed from Larue Chamblin, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 15, 1979, and recorded in Deed Book 207, Page 399, Mason County Clerk's Office.

Tract SP-9

Tract 1. Beginning at a point in the R/W of Ky. 8, being N437057.704 E 2120698.070 Ky. State Plane Coordinates System (North Zone), point also a corner to Tract 3, thence with the division line of this tract and Tract 3;

1. South 50°47' West 249.86' to an iron pin, thence;
2. South 37°36' East 211.39' to an iron pin, thence;
3. South 54°57' East 368.38' to an iron pin, thence;
4. South 57°36' East 110.36' to an iron pin, thence;
5. South 52°54' East 469.82' to an iron pin, thence;
6. South 42°04' East 241.15' to an iron pin, common corner of this tract and tract 3 and tract 2, thence continuing with the division line of this tract and tract 2;
7. South 44°00' East 309.59' to an iron pin, thence;
8. South 38°18' East 169.72' to an iron pin, thence;
9. South 31°32' East 118.61' to an iron pin, thence;
10. South 28°33' East 207.31' to an iron pin, thence;
11. South 24°48' East 164.60' to an iron pin, thence;
12. South 19°20' East 171.34' to an iron pin, common corner of this tract and tract 2 and lands of East Kentucky Power, thence with the division of this tract and the lands of East Kentucky Power;
13. North 75°03' West 1250.91' to an iron pin in the fence, common corner of this tract and the lands of Wallingford, thence with the division line fence;
14. North 78°47' West 149.82' to a fence post, thence;
15. North 74°12' West 581.41' to an iron pin, common corner to this tract and the lands of Wallingford and Chamblin, thence with the division line fence of Chamblin;
16. North 25°50' East 2.12' to a fence post, thence;
17. North 13°14' East 482.09' to an iron pin in the fence, thence;
18. North 84°17' West 63.64' to an iron pin in the fence, thence;
19. North 12°09' East 273.70' to an iron pin in the fence, thence;
20. North 55°35' West 354.77' to a fence post, thence;
21. North 56°39' West 31.25' to a fence post, thence;
22. North 50°40' West 303.01' to an iron pin in the fence, thence;
23. North 34°52' West 490.81' to an iron pin in the fence, thence;
24. North 37°20' West 1182.52' to a 12" hackberry in the fence, thence;
25. North 20°40' West 15.04' to a 6" Hackberry in the fence, thence;
26. North 40°44' West 157.53' to a 3" Hackberry in the fence, thence;
27. North 56°13' West 9.62' to a 6" Hackberry in the fence, thence;
28. North 75°45' West 199.36' to a 12" Hackberry in the fence, thence;
29. North 57°15' West 85059' to a 5" Hackberry in the fence, thence;
30. South 72°21' West 284.11' to an 8" Hackberry in the fence, common corner to this tract and the lands of Chamblin and Denham, thence with the line of Denham;
31. North 27°34' West 63.84' to a 6" Elm in the fence, thence;

32. North 39°13' West 55.84' to a fence post, thence;
33. North 45°39' West 193.36' to a 36" Maple in the fence, thence;
34. North 44°41' West 159.30' to a 10" Hackberry in the fence, thence;
35. North 43°32' West 348.79' to an iron pin in the fence, thence;
36. South 82°36' West 364.35' to an iron pin in the fence, thence;
37. North 06°09' East 130.14' to a 3" Hickory in the fence, thence;
38. North 13°45' East 56.17' to an iron pin in the fence, thence;
39. North 13°42' East 314.98' to an iron pin in the fence, thence;
40. North 36°02' West 286.05' to an 18" Locust in the fence, thence;
41. North 34°07' West 392.57' to an iron pin in the fence, thence;
42. North 53°42' East 309.80' to an iron pin in the fence, thence;
43. North 66°19' East 50.28' to an iron pin in the fence, thence;
44. North 54°46' East 393.61' to an iron pin in the fence, thence;
45. South 34°22' East 995.72' to an iron pin in the fence, thence;
46. North 46°22' East 172.00' to a point in the R/W of Ky. Highway 8, thence with the R/W of Ky. 8;
47. South 34°00' East 454.76' to a point in the R/W, thence;
48. South 35°40' East 277.80' to a point in the R/W, thence;
49. North 50°44' East 20.00' to a point in the R/W, thence;
50. South 39°16' West 398.74' to a point in the R/W, common corner of this tract and tract 4, thence with the division line of this tract and tract 4;
51. South 30°09' West 103.92' to an iron pin, thence;
52. South 49°38' East 216.37' to an iron pin, thence;
53. North 43°16' East 68.89' to a point in the R/W of Ky. 8, thence continuing with the R/W of Ky. 8;
54. South 39°16' East 210.84' to a point in the R/W, thence;
55. South 50°44' West 20.00' to a point in the R/W, thence;
56. South 39°16' East 500.00' to a point in the R/W, thence;
57. South 50°44' West 10.00' to a point in the R/W, thence;
58. South 40°33' East 103.38' to a point in the R/W, thence;
59. South 43°32' East 103.65' to a point in the R/W, thence;
60. South 46°32' East 103.65' to a point in the R/W, thence;
61. South 49°32' East 103.65' to a point in the R/W, thence;
62. South 52°32' East 103.65' to a point in the R/W, thence;
63. South 55°32' East 103.65' to a point in the R/W, thence;
64. South 57°40' East 44.85' to a point in the R/W, thence;
65. South 58°20' East 156.80' to a point in the R/W, thence;
66. North 31°40' East 20.00' to a point in the R/W, thence;
67. South 58°20' East 616.96 to the beginning containing 113.03 +/- acres.

Being the same property conveyed from Mary Hayden Hester, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 29, 1979, and recorded in Deed Book 208, Page 215, Mason County Clerk's Office.

Tract SP-10

Beginning at an iron pin in the R/W of Ky 8, said point being N437657.892, E2119933.416 Ky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A,

1. North 40°16' East 209.48 to a point in the R/W of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A,
2. South 05°57' West 239.25' to an iron pin in the R/W of Ky. 8, thence leaving the common line with Parcel 5A and with the R/W of Ky 8;
3. North 54°46' West 135.45' to the beginning containing 0.32+/- acres.

Being the same property conveyed from Willie E. McLain, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 20, 1980, and recorded in Deed Book 208, Page 303, Mason County Clerk's Office.

Tract SP-11

Beginning at an iron pin in the North R/W of Ky 8, said point being N437657.892, E 2119933.416 Ky State Plane Coordinate System (North Zone), thence with the R/W of Ky 8;

1. North 49°45' West 32.52 ft. to a point in the North R/W of Ky 8, corner to parcel 4A, said point also point in R/W of Spur Track, thence with the R/W of Spur Track;
2. North 13°58' East 143.36 ft. to a point in R/W of Spur Track, thence;
3. North 05°57' East 100.00 ft. to a point in R/W of Spur Track, thence;
4. North 01°55' West 132.04 ft. to an iron pin common corner to Parcel 4A and Lot 3, thence with the division line of this parcel and Lot 3;
5. North 34°07' East 109.24 ft. to a point in the center of Lawrence Creek, thence with the centerline of Lawrence Creek;
6. North 85°29' East 148.96 ft. to a point in the centerline of Lawrence Creek, also a point in the R/W of Spur Track, thence with the R/W of Spur Track;
7. South 05°57' West 260.93 ft. to a point in R/W of Spur Track, common corner to Parcel 5A, thence with the division line of Parcel 5A;
8. South 40°16' West 97.52 ft. to a point in R/W of Spur Track, common corner to Parcel 5A and Parcel 5B, thence with line of Parcel 5B;
9. South 40°16' West 209.48 ft. to the beginning containing 1.60+/- acres.

Being the same property conveyed from James Raymond Hayden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 21, 1980, and recorded in Deed Book 212, Page 679, Mason County Clerk's Office.

Tract SP-12

Beginning at a point in the right of way of Kentucky 8, being N435291.360 E 2122718.617 Ky State Plane Coordinate System (North Zone), said point also being in the center of center line of Lawrence Creek; South 67 deg. 13' West 25.16' to a point in the center of said creek; thence South 11 deg. 22' West 68.15 feet to a point in the center of said creek; thence South 10 deg. 51' West 99.39 feet to a point in the center of said creek; thence South 16 deg. 08' West 200.11 feet to a point in the center of said creek, common corner of this tract and the lands of DuPont DeNemours and East Kentucky Power, thence continuing with the line of East Kentucky Power; North 72 deg. 32' West 229.68 feet to an iron pin, in the fence; thence North 65 deg. 34' West 12.53 feet to an iron pin, in the fence; thence North 69 deg. 23' West 16.390 feet to an iron pin in the fence; thence North 78 deg. 58' West 195.13 feet to an iron pin common corner to this tract and tract 1 and East Kentucky Power, thence with the division line of this tract and tract 1; North 19 deg. 20' West 171.43 feet to an iron pin; thence North 24 deg. 48' West 164.40 feet to an iron pin; thence North 28 deg. 33' West 207.31 feet to an iron pin; thence

North 31 deg. 32' West 118.61 feet to an iron pin; thence North 38 deg. 18' West 169.72 feet to an iron pin; thence North 44 deg. 00' West 309.59 feet to an iron pin, common corner of this tract and tract 1 and tract 3, thence with the division line of tract 3; North 46 deg. 18' East 137.32 feet to a point in the right of way of Kentucky 8, thence with the said right of way South 31 deg. 28' East 103.70 feet to a point in the right of way; thence South 32 deg. 45' East 67.57 feet to a point in the right of way; thence South 36 deg. 01' East 105.56 feet to a point in the right of way; thence South 44 deg. 01' East 105.56 feet to a point in the right of way; thence South 48 deg. 01' East 105.56 feet to a point in the right of way; thence South 52 deg. 01' East 105.56 feet to a point in the right of way; thence South 56 deg. 14' East 105.56 feet to a right of way; thence South 64 deg. 01' East 105.56 feet to a point in the right of way; thence South 68 deg. 01' East 105.56 feet to a point in the right of way; thence South 70 deg. 42' East 34.00 feet to a point in the right of way; thence South 71 deg. 19' East 72.60 feet to a point in the right of way; thence South 18 deg. 41' West 5.00 feet to a point in the right of way; thence South 71 deg. 09' East 135.00 feet to the beginning, containing 7.55 acres, more or less.

Being the same property conveyed from Trans-Ash, Inc. to East Kentucky Power Cooperative, Inc. by Deed dated November 29, 1988, and recorded in Deed Book 233, Page 495, Mason County Clerk's Office.

Tract SP-13

Tract No. I, Parcel 1: That certain tract or parcel of land lying and being in Charleston Bottoms on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a fence post, corner to James Peggs;

thence S 12 W 18.1 poles to a fence post;

thence S 10 W 27 poles to a stake;

thence S 13 W 4.5 poles to a tree;

thence S 18 W 15.1 poles to a post;

thence S 14 W 15.3 poles to a post on the north side of a hollow, corner to Peggs and Mrs. C. D. Bacon;

thence down the branch, crossing same to the south side with Bacon's line;

thence following S 45¼ E 19.1 poles

S 60 E 15 poles

S 78 E 10.6 poles

S 81½ E 16.6 poles

N 68½ E 7.5 poles

N 82¾ E 44 poles

N 73½ E 12 poles

N 68½ E 8.7 poles to a fence post;

thence crossing the branch to the north side N 6 E 3.6 poles to a fence post;

thence down the branch S 84½ E 40.6 poles,

S 64½ E 29.4 poles to a point on the west bank of Lawrence Creek;

thence down said creek and in the center thereof

N 30 E 18.8 poles

N 6 ½ W 10.2 poles

N 9 ½ E 10.8 poles

N 24 W 20.5 poles

N 35 W 10.1 poles

N 44 ½ E 7.7 poles, this line crosses the T. P. road under the bridge;

thence N 23 ¼ W 26 poles to an elm tree on the north bank of Lawrence Creek corner to Joe Pollitt; thence with his line and leaving the creek  
S 87 ¾ 12 poles  
S 85 ½ W 16 poles  
S 87 ½ W 18.5 poles, this line crosses the T.P. road to James Peggs' line;  
thence with his line S 86 W 58.5 poles to a fencepost; thence  
N 89 ½ W 12.1 poles,  
N 87 ¼ W 74 poles to the beginning, containing 112.76 acres.

Parcel 2: A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips;  
thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in the drain;  
thence at a right angle of approximately 45 degrees and in a northwest direction from said point of the Peggs Hill Road;  
thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning, containing 1.05 acres.

This property is subject, however, to all existing and apparent roads and easements and to the Meldahl Dam easement of record in Mason County Deed Book 166, Page 89.

Tract II: Beginning at a large sycamore on the west margin of Lawrence Creek near to and below the mouth of Loyd's still house branch, and running up said branch N 72 W 33 poles to a stake to a letter A, on the plat filed in the Mason Circuit Court in the chancery action of Joseph Martin administration versus Lewis martin, et al., in 1851; thence W 33 ½ poles to a stake in Pierce's line, letter B on plat; thence S 2 poles to B on plat; thence S 76 W 50 poles to a white walnut, corner to B. Loyds; thence with his land S 2 W 106 poles to a white walnut, another corner, to said Loyd near Carpenter's Mill Road; thence down said road in the center thereof N 75 ¼ E 42 poles  
N 82 ½ E 48 poles  
N 73 E 18 poles  
N 58 ½ E 50 poles to the center of the creek near ford; thence down the creek N 49 W 18 poles  
N 1 ½ E 14 poles  
47 W 24 poles;  
N 10 ½ W 17 poles to the beginning and containing 79 acres, 1 rod and 26 poles.

Tract III: A certain tract of land lying on Lawrence Creek in Mason County, Kentucky, and bounded and described as follows:

Beginning at a stake in the center of the turnpike, corner to Martin Cooney; thence with his line  
N 85 ¾ E 48 poles to the center of Lawrence Creek; thence with the center of Lawrence Creek  
N 25 ¼ E 12.6 poles,  
N 35 W 21.6 poles,  
N 35 ½ E 11.2 poles,  
N 81 ¾ E 19.7 poles  
N 32 ¼ E 9.3 poles

N 40 W 19 poles  
N 67 W 6.6 poles  
S 57 ½ W 7 poles  
S 36 ½ E 15.3 poles  
N 67 ¾ W 15.5 poles  
N 19 ½ W 5.4 poles  
N 16 E 12.5 poles to a stake in the center of creek, corner to land retained by Huber;  
thence leaving the creek and up a big hill  
N 76 ¼ W 104.3 poles to a gate post, corner to Peggs and in line of land retained by Huber;  
thence with Peggs' line down the hill S 3 W 53.5 poles to the center of the pike;  
thence following the center of the pike N 85 ¼ E 12 poles,  
S 79 E 33 poles  
S 75 1/8 E 17 poles  
S 41 ¾ E 16.4 poles  
S 6 ½ E 17 poles  
S 24 E 9.8 poles to the beginning containing 47 acres, 3 quarters and 36 poles. Subject to the  
right of passways.

Being the same property conveyed from John A. Bresline, Jr. to East Kentucky Power  
Cooperative, Inc. by Deed dated April 6, 1978, and recorded in Deed Book 202, Page 335,  
Mason County Clerk's Office.

Tract SP-14

Beginning at fig. 1 on the plat B on file in the suit of Julia A. Broshears vs. Mary E. Margan, et  
als., in the Mason County Circuit Court, a corner to Isaac Peggs land; thence East to the center  
of said turnpike road to Isaac Peggs line; thence with said line to the beginning, and bounded on  
the North and east by said turnpike road, on the South and West by Isaac Peggs land, containing  
¼ of an acre, more or less,

Being the same property conveyed from Virgil Dermon, et ux, to East Kentucky Power  
Cooperative, Inc. by Deed dated May 19, 1979, and recorded in Deed Book 206, Page 89,  
Mason County Clerk's Office.

Tract SP-15

Parcel No. 2. All that certain tract of land situated in Mason County, Kentucky, about six miles  
Northwest of Maysville, Kentucky, on the Blue Run and Anderson Ferry turnpike, and bounded  
as follows:

Beginning at a post, corner to Mrs. Eva Huber and W. O. Sidwell; thence N 75 deg. 45 min. W  
730 feet to a stone; thence along Sidwell's line S 12 deg. 40 min. W 1962 feet to a stone, corner  
to Martin Cooney and C. D. Bacon; thence along Cooney's line S 88 deg. 15 min. E 2412 feet  
to center of Blue Run turnpike; thence along center of pike N 23 deg. 00 min. W 175 feet;  
thence N 5 deg. 00 min. W 206 feet; thence N 20 deg. 45 min. W 1200 feet, 41 deg. 00 min. W  
234 feet; thence N 60 deg. 15 min. W 41 deg. 00 min. W. 234 feet; thence N. 60 deg. 15 min. W  
67 feet; thence N 75 deg. 30 min. W 251.5 feet to center of bridge; thence up a ravine N 87 deg.  
00 min. W 292 feet to an elm tree; thence N 89 deg. 30 min. W 435 feet to a stake corner to  
widow Simons; thence N 2 deg. 30 min. E 944 feet to place of beginning, containing 57.67  
acres, more or less.

There is however excepted out of the above tract of land that parcel of land conveyed Clarence Phillips by James H. Peggs and Sudie L. Peggs, his wife, by deed dated February 1, 1957, recorded in Deed Book 156, page 376, Mason County Court Clerk's Office records, and more particularly described as follows:

A small triangular piece of ground lying on the south side of the Peggs Hill Road in the Moransburg precinct of Mason County, Kentucky, and being more particularly described as follows:

Beginning at a point in the center of the Peggs Hill Road at the corner of Peggs and Phillips; thence in a southerly direction along the line of Phillips a distance of 650 feet to a point corner common to Phillips and Peggs in a drain; thence at a right angle of approximately 45 degrees and in a northwest direction from said point 650 feet along a drain to a point in the center of the Peggs Hill Road; thence approximately 45 degrees and along the center of the Peggs Hill Road, a distance of 140 feet to the point of beginning.

Being the same property conveyed from James Raymond Haden, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 1, 1979, and recorded in Deed Book 205, Page 569, Mason County Clerk's Office.

#### Tract SP-16

Tract I. A certain tract of land lying in Mason County, Kentucky, on the South Ripley Turnpike and bounded as follows:

Beginning at a point in the center of the turnpike corner to said Huber, thence dividing the pike equally S 12 W 16 poles S  $\frac{3}{4}$  E 13.4 poles to a point in the forks of the turnpike; thence dividing the South Ripley Turnpike equally S  $58\frac{3}{4}$  E 4  $\frac{1}{2}$  poles; S  $76\frac{3}{4}$  E 17  $\frac{1}{2}$  poles; S 59 E 10 poles S  $36\frac{1}{4}$  E  $\frac{3}{4}$  9.2 poles; S  $19\frac{1}{2}$  E 15.1 poles, S  $52\frac{3}{4}$  E 9.2 poles, S  $74\frac{7}{8}$  e 16 poles; s 83 E 25 poles S  $76\frac{1}{2}$  E 5.2 poles N  $76\frac{1}{2}$  E 12 poles to a stake north of the pike, and corner to Huber; thence with his line to a fence up a branch N  $24\frac{1}{2}$  W 7 poles to an elm; N  $32\frac{1}{4}$  W 6  $\frac{1}{2}$  poles; N  $35\frac{1}{2}$  W 13 N  $39\frac{1}{4}$  W 10 poles N  $38\frac{1}{2}$  W 8 poles N  $47\frac{1}{2}$  W 8 poles N  $35\frac{5}{8}$  W poles N  $74\frac{1}{2}$  W 21 poles to a point on the water gap three feet west of a honey locust containing 25 acres, 1 quarter and 21 poles.

There is excepted from the above tract a small piece of land about one half acre which is reserved by grantor, and which is on grantor's side of the new fence built by him to straighten line or fence, and the new fence is the line between said tract and grantor.

Tract II. Parcel No. 1. All that certain tract or parcel of land situated on the waters of Lawrence Creek, Mason County, Kentucky, bounded as follows: Situated near the Tuckahoe Road and bounded by a line beginning at a stake southeast corner of the "Still House" tract; thence N  $4\frac{1}{4}$  E 106 poles to a stake at creek, corner to Foley; thence up the branch S 81 W 26.6 poles to a stone; thence N 71 W 2.2 poles; thence S  $85\frac{1}{2}$  W 7.6 poles to a stone; thence N  $64\frac{1}{2}$  W 11.4 poles; thence N 58 W 24 poles and 18 links to a stone, Holton's corner; thence S  $12\frac{1}{2}$  W 44 poles 12 links to a ravine; thence up said ravine S  $68\frac{3}{4}$  W 10.4 poles to a stone; thence S 35 W 18.8 poles to a stone in the branch; thence S  $4\frac{1}{2}$  W 18 poles; thence S 34 W 24 poles; thence S  $80\frac{1}{2}$  E 35 poles to a stone at Holton's corner; thence S 77 E 91 poles to the beginning, containing 60 acres 34 poles.

Parcel No. 2. Tract 1. All those two certain tracts or parcels of land lying in Plugtown precinct, Mason County, Kentucky, the first beginning at a gate post corner to Mrs. Lloyd's dowry and to C. F. Loyd N 77 W 97 poles 5 links to a stake standing 5 links north of a large locust tree; thence with George Coffee line S 41 ½ W 37 poles to the center of the turnpike; thence down the road S 55 E 20 poles 8 links; thence S 44 E 6 poles to the center of the pike corner to Wm Marshall; thence S 26 ½ W 6 poles 15 links to a stake; thence S 77 ¾ E 23 poles 5 links to the center of the turnpike corner to W. L. Moran; thence S 77 ¾ E 19 poles 4 links to a flat rock on the hillside, corner to C. F. Loyd; thence with his line N 36 ½ E 55 poles 12 links to the beginning, containing 24 acres 1 rood, 10 poles.

Second Tract. That certain parcel of land which was set off as the dower tract in the division of the lands of Richard Loyd, deceased, plat of which is recorded in Deed Book 95, Page 463, in the records of the Clerk of Mason County Court, said land being bounded on the north by other lands of Mrs. Mary Foley and children, and on the east by tracts No. 2 and part of No. 3 as shown on said plat, on the south by tract No. 1, above tract, on the west by Geo. Coffee, now D. Slattery, and containing 32 ¼ acres.

Being the same property conveyed from William W. Hord, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 23, 1979, and recorded in Deed Book 208, Page 276, Mason County Clerk's Office.

Tract SP-17

On the North by the Ohio River, on the East by the lands now or formerly owned by A. C. Duke, T. A. Duke, F. Rosser and T. Hopkins; on the South by the Maysville-Dover Road (Kentucky Highway #8), a Mason County Road, and the lands now or formerly owned by Ben Chivis; on the West in its entirety, by Lawrence Creek.

Excepting thereout and therefrom the right of way of the Chesapeake and Ohio Railway Company.

Containing within said bounds 929.041 acres of land, be the same more or less (exclusive of the right of way of the Chesapeake and Ohio Railway Company).

Being the same property conveyed from E. I. Du Pont De Nemours and Company to East Kentucky Power Cooperative, Inc. by Deed dated June 29, 1971, and recorded in Deed Book 185, Page 269, Mason County Clerk's Office.

THERE IS EXCEPTED from the above tract, the following three parcels, the first of which was conveyed from East Kentucky Power Cooperative, Inc. to Charleston Bottoms Rural Electric Cooperative Corporation by Deed dated June 19, 1973, and recorded in Deed Book 190, Page 139, Mason County Clerk's Office:

TRACT NO. 1: - All that part of a certain tract or tracts of land lying south of the Ohio River and north of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

BEGINNING at a point in the northerly right-of-way line of the Chesapeake and Ohio Railway Company and said point also being 40.0 feet right (north) and radially opposite approximate station 9401+64.7 on the centerline of the westbound main track of said railroad and said point

further being a corner common to the Chesapeake and Ohio Railway Company, to the land now or formerly owned by A. C. Duke, and to the property herein being described and said point still further being in the westerly right-of-way line of Kentucky Utilities Company; thence, running northwesterly along the north right-of-way line of said railroad 40.0 feet from (north) and parallel to a  $0^{\circ} 30'$  curve on the centerline of the westbound main tract for a distance of 5099.2 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (north) and radially opposite approximate station 9452+46.2 on the centerline of the westbound main tract of said railroad; thence, continuing along same said north right-of-way line  $N 72^{\circ} 02' W$  for 716.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9459+60 on the centerline of the westbound main tract of said Chesapeake and Ohio Railway, and said point further being  $S 10^{\circ} 35' 58'' W$ , a distance of 3.1 feet from a set concrete monument; thence, continuing along the north right-of-way line 70.0 feet from (north) and parallel to a  $0^{\circ} 30'$  curve on the centerline of the westbound main track for a distance of 240.83 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite approximate station 9462+00 on the centerline of the westbound main tract of said railroad; thence, running  $N 77^{\circ} 30' W$  along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to the centerline of the west bound main track for a distance of 4740.0 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and opposite station 9509+40 on the centerline of the westbound main tract of said railroad; thence, continuing along the north right-of-way line of said railroad 70.0 feet from (north) and parallel to a spiral and a  $1^{\circ} 45'$  curve on the centerline of the westbound main tract of said railroad a distance of 649.8 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet right (north) and radially opposite approximate station 9516+04 on the centerline of the westbound main track of said railroad and said point further being in the centerline of Lawrence Creek; thence, running  $N 13^{\circ} 15' E$  along the centerline of Lawrence Creek, a distance of 125.0 feet, more or less, to a point in the centerline of Lawrence Creek and said point also being in the Ohio River; thence, along the Ohio River and the meanders thereof as follows:

$S76^{\circ}45'E$  a distance of 416.0 feet; thence,  
 $S77^{\circ}00'E$  a distance of 420.2 feet; thence,  
 $S80^{\circ}15'E$  a distance of 700.0 feet; thence,  
 $S79^{\circ}45'E$  a distance of 611.0 feet; thence,  
 $S74^{\circ}15'E$  a distance of 890.5 feet; thence,  
 $S73^{\circ}45'E$  a distance of 700.0 feet; thence,  
 $S77^{\circ}15'E$  a distance of 523.0 feet; thence,  
 $S78^{\circ}30'E$  a distance of 500.0 feet; thence,  
 $S84^{\circ}45'E$  a distance of 375.0 feet; thence,  
 $S74^{\circ}15'E$  a distance of 144.0 feet; thence,  
 $S82^{\circ}08'02'' E$  a distance of 493.35 feet; thence,  
 $S88^{\circ}10'11'' E$  a distance of 797.45 feet; thence,  
 $S82^{\circ}26'13'' E$  a distance of 841.19 feet; thence,  
 $S81^{\circ}45'40'' E$  a distance of 523.77 feet; thence,  
 $S80^{\circ}25'44'' E$  a distance of 312.08 feet; thence,  
 $S82^{\circ}26'15'' E$  a distance of 420.59 feet; thence,  
 $S75^{\circ}36'21'' E$  a distance of 407.72 feet; thence,  
 $S83^{\circ}43'24'' E$  a distance of 317.84 feet; thence,  
 $S78^{\circ}09'15'' E$  a distance of 244.52 feet; thence,  
 $S67^{\circ}35'29'' E$  a distance of 363.00 feet; thence,

S76°58'36" E a distance of 409.78 feet; thence,  
S67°38'18" E a distance of 500.78 feet; thence,  
S62°25'46" E a distance of 400.24 feet; thence,

continuing along the Ohio River and the meanders thereof S51°02'21" E for a distance of 411.86 feet, more or less, to a point in said river and said point also being N 24°15'E, a distance of 160.0 feet from a concrete monument and said point further being a corner common to the land now or formerly owned by A. C. Duke and the property herein being described and said point still further being in the westerly right-of-way line of the Kentucky Utilities Company; thence, running along the property line between the land now or formerly owned by A. C. Duke and the property herein being described and also being along the westerly right-of-way line of Kentucky Utilities Company S24°15'W for a distance of 1736.46 feet, more or less, to the point of beginning; containing 151.559 acres, more or less.

The plans showing the locations of the centerline stations of the westbound main track of the railroad referred to herein, are on file at The Chesapeake and Ohio Railway Company, Chief Engineer's Office in Richmond, Virginia.

TRACT NO.2: - All that part of a certain tract or tracts of land lying south of the Chesapeake and Ohio Railway and north of Kentucky Highway #8, and being more particularly described as follows, to-wit:

BEGINNING at the point of intersection of the southerly right-of-way line of the Chesapeake and Ohio Railway Company and the centerline of Lawrence Creek and said point also being 130.0 feet left (south) and radially opposite approximate station 9515+57 on the centerline of the westbound main track of said railroad; thence, running along the southerly right-of-way line of said railroad 130.0 feet from (south) and parallel to a 1°45' curve on the centerline of the westbound main track of said railroad a distance of 130.0 feet, more or less, to a point in said right-of-way line and said point also being 130.0 feet left (south) and radially opposite station 9514+32 on the centerline of the westbound main track of said railroad; thence, continuing along the southerly right-of-way line of said railroad N82°32'E a distance of 113.3 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and radially opposite station 9513+32 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 85.0 feet from (south) and parallel to a 1°45' curve and related spiral for a distance of 402.17 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet left (south) and directly opposite station 9509+40 on the centerline of the westbound main track of said railway; thence, running S77°30'E along the same south right-of-way line 85.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad a distance of 208.0 feet, more or less, to a point in said right-of-way line and said point also being 85.0 feet from (south) and directly opposite station 9507+32 on the centerline of the westbound main track of the same said railroad; thence, running S86°08'E along said right-of-way line a distance of 101.12 feet, more or less, to a point in said right-of-way line and said point also being 70.0 feet from (south) and directly opposite station 9506+32 on the centerline of the westbound main track of said railroad; thence, running S77°30'E along same said right-of-way line 70.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 1158.0 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and directly opposite station 9494+74, which is directly opposite Mile Post 607 on the centerline of the westbound main track on said railroad; thence, running N12°30'E along said right-of-way line 10.0 feet to

a point in said right-of-way line and said point also being 60.0 feet left (south) and directly opposite station 9494+74 which is opposite Mile Post 607 on the centerline of the westbound main track of said railroad; thence, running  $S77^{\circ}56'14''$  E along said south right-of-way line for 1310.03 feet to a point in said right-of-way line and said point also being 50.0 feet from (south) and directly opposite station 9481+64 on the centerline of the westbound main track of said railroad; thence, continuing  $S77^{\circ}30'E$  along said right-of-way line 50.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for a distance of 1827.1 feet, more or less, to a point in said right-of-way line and said point also being 50.0 feet left (south) and directly opposite approximate station 9463+36.0 on the centerline of the westbound main track of said railroad; thence, running  $S5^{\circ}30'W$  along said right-of-way line for a distance of 100.3 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet south and directly opposite approximate station 9463+30.8 on the centerline of the westbound main track of said railroad; thence, running  $S77^{\circ}30'E$  along said right-of-way line 100.0 feet from (south) and parallel to the centerline of the westbound main track of said railroad for 130.8 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and directly opposite approximate station 9462+00 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said south right-of-way line 100.0 feet from (south) and parallel to a  $0^{\circ}30'$  curve on the centerline of the westbound main track of said railroad for 967.0 feet, more or less, to a point in said right-of-way line and said point also being 100.0 feet left (south) and radially opposite station 9452+24.5 on the centerline of the westbound main track of said railroad; thence, running  $N8^{\circ}30'E$  along the same right-of-way line for a distance of 40.5 feet to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9452+30.7 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along said right-of-way line 60.0 feet from (south) and parallel to a  $0^{\circ}30'$  curve on the centerline of the westbound main track of said railroad for 751.7 feet, more or less, to a point in said right-of-way line and said point also being 60.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, running along said right-of-way line southwesterly and radially opposite station 9444+75 on the centerline of said westbound main track of said railroad a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (south) and radially opposite station 9444+75 on the centerline of the westbound main track of said railroad; thence, continuing southeasterly along the same said south right-of-way line 70.0 feet from (south) and parallel to a  $0^{\circ}30'$  curve on the centerline of the westbound main track of said railroad for a distance of 4958+21 feet to a point in said right-of-way line and said point also being 70.0 feet left (south) and radially opposite station 9394+86.31 on the centerline of the westbound main track of said Chesapeake and Ohio Railway Company; thence, running  $N49^{\circ}36'39''W$  for 247.10 feet, more or less, to a point; thence, running  $N56^{\circ}07'50''W$  for 457.60 feet to a point; thence,  $N58^{\circ}54'21''W$  for 572.85 feet to a point; thence,  $N64^{\circ}36'59''W$  a distance of 301.50 feet to a point; thence  $N56^{\circ}59'48''W$  for 300.17 feet to a point; thence,  $N58^{\circ}54'21''W$  a distance of 1100.00 feet to a point; thence  $N59^{\circ}51'38''W$  for a distance of 1000.14 feet to a point; thence  $N77^{\circ}56'53''W$  a distance of 435.86 feet, more or less, to a point; thence, running  $S12^{\circ}46'40''W$  for a distance of 2848.24 feet, more or less, to a point in the north right-of-way line of Kentucky Highway #8 (Maysville-Dover Road SP81-555) and said point also being 40.0 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway; thence, running  $N74^{\circ}13'48''W$  along the north right-of-way line of said highway 40.0 feet from and parallel to the centerline of said highway a distance of 127.8 feet, more or less, to a point in said right-of-way line and said point being 40.0 feet left (north) and directly opposite station 403+00 on the centerline of said highway; thence, running  $N15^{\circ}46'12''E$  along said right-of-way line 25.0 feet

to a point in said right-of-way line and said point being 65.0 feet left (north) and opposite station 403+00 on the centerline of said highway; thence, continuing N74°13'48"W along same said right-of-way line 65.0 feet from (north) and parallel to the centerline of said highway for 950.0 feet to a point in said right-of-way line and said point being 65.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, running N15°46'12"E along said right-of-way line for a distance of 10.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and directly opposite station 393+50 on the centerline of said highway; thence, continuing N74°13'48" W along said right-of-way line 75.0 feet from (north) and parallel to the centerline of said highway for 308.0 feet to a point in said right-of-way line and said point being 75.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, running N15°46'12" E along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 390+42 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 80.0 feet from (north) and parallel to the centerline of said highway for 540.0 feet to a point in said right-of-way line and said point being 80.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, running S15°46'12"W along said right-of-way line a distance of 10.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 385+02 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 70.0 feet from (north) and parallel to the centerline of said highway a distance of 539.0 feet to a point in said right-of-way line and said point being 70.0 feet left (north) and opposite station 379+63 on the centerline of said highway; thence, running N45°18'32"E along said right-of-way line a distance of 34.5 feet to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 379+80 on the centerline of said highway; thence, continuing N74°13'48"W along said right-of-way line 100.0 feet from (north) and parallel to the centerline of said highway for 155.0 feet, more or less, to a point in said right-of-way line and said point being 100.0 feet left (north) and opposite station 378+25 on the centerline of said road and point further being in the centerline of Lawrence Creek; thence, continuing in the centerline of Lawrence Creek as follows:

N43°00'E a distance of 40.0 feet; thence,  
N12°45"E a distance of 185.0 feet; thence,  
N29°15'W a distance of 139.9 feet; thence,  
N59°15'W a distance of 72.0 feet; thence,  
N75°45'W a distance of 109.8 feet thence,  
S61°45'W a distance of 126.6 feet; thence,  
S51°15'W a distance of 104.0 feet; thence,  
N12°30'W a distance of 431.4 feet; thence,  
N72°15'W a distance of 86.2 feet; thence,  
S66°00'W a distance of 247.0 feet; thence,  
N31°45'W a distance of 137.5 feet; thence,  
N29°30'W a distance of 249.0 feet; thence,  
N10°00'W a distance of 247.00 feet; thence,  
N33°15'W a distance of 104.3 feet; thence,  
N72°15'W a distance of 215.0 feet; thence,  
N21°15'W a distance of 63.5 feet; thence,  
N76°00'E a distance of 427.5 feet; thence,  
N24°45'E a distance of 192.0 feet; thence,  
N49°15'W a distance of 202.3 feet; thence,

feet; South 53°08'48" east a distance of 485.83 feet; South 50°30'57" east a distance of 348.62 feet, crossing the centerline of a 150 foot wide easement to Kentucky Utilities Company for an electrical power line across the East Kentucky Power Cooperative Industrial Tract; thence with the remaining four (4) calls as follows:

South 16°07'50" east a distance of 79.34 feet; South 60°06'30" east a distance of 71.11 feet; North 42°51'48" east a distance of 173.37 feet; South 50°29'18" east a distance of 260.38 feet; to a common corner to the C&O Railroad's property and the East Kentucky Power Cooperative railroad siding; thence with the C&O right-of-way fence for three (3) calls as follows:

South 43°48'20" east a distance of 319.76 feet; North 51°23'37" east a distance of 3.06 feet; South 41°48'35" east a distance of 503.21 feet; to a common corner with the C&O Railroad's right-of-way and a corner to property now belonging to TTI System (previously owned by T. A. Duke); thence with the TTI property line South 42°01'34" west a distance of 1,405.84 feet to a corner in the north right-of-way line of Kentucky Highway No. 8, point being fifty feet north of said centerline of Kentucky Highway No. 8 and a 1°30" curve; thence with a chord bearing and distance, North 83°17'57" west a distance of 745.42 feet to a point where the right-of-way width is reduced from 50 feet; thence South 11°44'00" west a distance of 10 feet to a point in said curve; thence North 76°14'46" west a chord distance of 217.77 feet to a point in the north right-of-way and the end of said curve of Kentucky Highway No. 8 and being the centerline of the 150 foot Kentucky Utilities easement across Kentucky Highway No. 8 at survey station no. 436+82; thence with the north right-of-way line of Kentucky Highway No. 8 (north right-of-way line at this point being 40 feet) north 74°13'27" west a distance of 3,257.31 feet to the point of beginning and containing 242.12 acres, more or less, as shown on a plat attached to the deed filed of record in Deed Book 224, Page 275, Mason County Clerk's Office.

And the third of which was conveyed from East Kentucky Power Cooperative, Inc. to Stanley Larue Chamblin and June Beckett Chamblin by Deed dated January 8, 1974, and recorded in Deed Book 191, Page 409, Mason County Clerk's Office:

Beginning at a point in the south right-of-way line of the Maysville-Dover Road (Ky. Hwy. #8) at its intersection with the east right-of-way line of a Mason County Road, and said point also being 40.0 feet right (south) and radially opposite approximate station 440+67.9 on the centerline of said Maysville-Dover Road (Ky. Hwy. #8), and said point further being 35.0 feet left (east) and opposite approximate station 0+64.0 on the centerline of said Mason County Road; thence running northeasterly along the south right-of-way line of said Maysville-Dover Road (Ky. Hwy. #8) 40.0 feet from (right) and parallel to a 1°30' curve on the centerline of said highway, a distance of 133.4 feet, more or less, to a point in said right-of-way line and said point also being 40.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence running radially south along said right-of-way line a distance of 5.0 feet to a point in said right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 442+00.0 on the centerline of said highway; thence continuing along the same said right-of-way line 45.0 feet from (right) and parallel to a 1°30" curve on the centerline of the same said Maysville-Dover Road (Ky. Hwy. #8) a distance of 151.6 feet, more or less, to a point in the same said south right-of-way line, and said point also being 45.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway; thence running radially north along same said right-of-way line a distance of 5.0 feet to a point in said right-of-way line and said point also being 4.0 feet right (south) and radially opposite approximate station 443+50.0 on the centerline of said highway;

thence continuing along said right-of-way line 40.0 feet from (right) and parallel to a  $1^{\circ}30''$  curve on the centerline of said highway a distance of 234.5 feet, more or less, to a point in said right-of-way line, and said point also being 40.0 feet right (south) and radially opposite approximate station 445+82.0 on the centerline of said highway; thence running  $S 47^{\circ}29' W$  for a distance of 539.4 feet, more or less, to a point in the property line between the parties of the first part and the land now or formerly owned by A. C. Duke, and said point also being in the centerline of a Mason County Road; and said point further being  $S 47^{\circ}29'' W$  30.0 feet from a concrete monument; thence running along the centerline of said Mason County Road  $N 28^{\circ}50' W$  a distance of 133.7 feet, more or less, to a point in the centerline of said road; thence continuing along the centerline of the same said Mason County Road  $N 14^{\circ}45' W$  a distance of 149.0 feet, more or less, to a point in the centerline of said road, and said point also being station 2+50.0 on the centerline of said road; thence running  $N 75^{\circ}15' E$  and perpendicular to the centerline of said road a distance of 22.0 feet to a point in the left (east) right-of-way line of said county road, and said point also being 22.0 feet left (east) and opposite approximate station 2+50.0 on the centerline of said road; thence running  $N 14^{\circ}45' W$  along the left (east) right-of-way line of said road 22.0 feet from (east) and parallel to the centerline of said road a distance of 128.0 feet, more or less, to a point in said right-of-way line, and said point also being 22.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said county road; thence running along said right-of-way line  $N 75^{\circ}15' E$  and perpendicular to the centerline of said road a distance of 13.0 feet to a point in said right-of-way line, and said point also being 35.0 feet left (east) and opposite approximate station 1+22.0 on the centerline of said Mason County Road; thence running  $N 14^{\circ}45' W$  along said right-of-way line 35.0 feet from (left) and parallel to the centerline of said road for a distance of 58.0 feet, more or less, to the point of beginning, containing 2.64 acres, more or less.

#### Tract SP-18

All of that certain tract of land, designated as Parcel A on that attached plat identified as GS76-1, and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running  $N 12^{\circ} 46' 40'' E$ , and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G 30; thence leaving the existing property line and running  $N 34^{\circ} 48' 40'' W$ , and with Baseline "A" a distance of 965.03 feet to a point, and said point further being a concrete monument, with brass cap at station 20+25.33 Baseline "A" whose coordinate values are,  $N 435913.906$ ,  $E 2124942.100$ ; thence, running  $N 34^{\circ} 48' 40'' W$  and with Baseline "A" a distance of 1313.42 feet, to a point, and said point further being station 33+38.75 on baseline "A"; thence, leaving Baseline "A", and running  $S 55^{\circ} 11' 20'' W$ , a distance of 410.00 feet, to a point, and said point further being 338.75 feet left (north) station 15+90 on Baseline "B", and said point further being the Point of Beginning for Parcel A of this instrument; thence, running  $S 55^{\circ} 11' 20'' W$ , a distance of 211.33 feet, to a point, and said point further being 338.75 feet left (north) station 13+78.67 on Baseline "B"; thence, running  $N 34^{\circ} 48' 40'' W$ , a distance of 934.75 feet, to a point; thence, running  $N 55^{\circ}$

11020" E, a distance of 154.67 feet, to a point, and said point further being 466.66 feet left (west) station 42+73.50 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 507.25 feet, to a point; thence, running N 55° 11' 20" E, a distance of 52.66 feet to a point, and said point further being 414.00 feet left (west) station 37+66.25 on Baseline "A"; thence, running S 34° 48' 40" E, a distance of 249.25 feet, to a point; thence, running N 55° 11' 20" E, a distance of 4.00 feet, to a point; thence, running S 34° 48' 40" E, a distance of 178.25 feet, to the point of beginning; containing 3.852 acres, more or less.

All of that certain tract of land, designated as Parcel B on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charles Bottoms RECC and East Kentucky Power Cooperative; thence running N 12° 46' 40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34° 48' 40" W, and with Baseline "A", a distance of 965.03 feet to a point, and said point further being a concrete monument with brass cap at station 20+25.33 Baseline "A" whose coordinate values are N435913.906, E2124942.100, thence, running N 34° 48' 40" W, and with Baseline "A" a distance of 304.67 feet to a point, and said point further being station 23+30 on Baseline "A", thence leaving Baseline "A", a running S 55° 11' 20" W, a distance of 582.00 feet, to a point, and said point being the Point of Beginning for Parcel B of this instrument; thence, running S 55° 11' 20" W, a distance of 242.00 feet, to a point; thence, running N 34° 48' 40" W, a distance of 592.00 feet, to a point, and said point further being 78 feet right (south) station 11+76 on Baseline "B"; thence, running N 55° 11' 20" E, a distance of 242.00 feet, to a point, and said point being 78 feet right (south) station 14+18 on Baseline "B", and said point further being 582 feet left (west) station 29+22 on Baseline "A"; thence running S 34° 48' 40" E, a distance of 529.00 feet, to the point of beginning, containing 3.289 acres, more or less.

All of that certain tract land, designated as Parcel C on that attached plat identified as GS76-1 and referred to hereinafter, lying south of the Ohio River, and south of the Chesapeake and Ohio Railway, and being more particularly described as follows, to-wit:

Commencing at a point, a iron pipe, located in the north right-of-way line of Kentucky State Highway #8, and said point being 40 feet left (north) and directly opposite station 404+27.8 on the centerline of said highway, a corner common to lands now owned by Charleston Bottoms RECC and East Kentucky Power Cooperative; thence, running N 12° 46' 40" E, and with the property line of Charleston Bottoms RECC and East Kentucky Power Cooperative, a distance of 576.70 feet, to a point in the existing property line, and said point further being located at station 10+60.30 on Baseline "A" as shown on a drawing prepared by Stanley Consultants, Inc. and identified as Baseline Locations drawing number 6500-G30; thence, leaving the existing property line, and running N 34° 48' 40" W, and with Baseline "A", a distance of 1939.70 feet, to a point, and said point being the intersection of Baseline "A" and Baseline "B", at station 30+00 on Baseline "A" and station 20+00 on Baseline "B"; thence, running N 55° 11' 20" E, and

with Baseline "B", a distance of 179.39 feet to a point, and said point further being a concrete monument, with brass cap at station 21+79.39 Baseline "B" whose coordinate values are N436836.478, E2124580.130, thence running N 55° 11'20" E and with Baseline "B", a distance of 766.11 feet, to a point, and said point being station 29+45.50 on Baseline "B"; thence, leaving Baseline "B" and running 3.25 feet to a point, and said point being the Point of Beginning for Parcel C of this instrument; thence, running N 34°48'40" W, a distance of 100.50 feet, to a point; thence, running N 55°11'20" E, a distance of 609.00 feet, to a point; thence, running S 34°48'40" E, a distance of 100.50 feet, to a point, and said point being 3.25 feet left (north) station 35+54.50 on Baseline "B"; thence running S 55°11'20" W, a distance of 609.00 feet, to the point of beginning; containing 1.405 acres, more or less.

Being the same property conveyed from Charleston Bottoms RECC to East Kentucky Power Cooperative, Inc. by Deed dated December 13, 1976, and recorded in Deed Book 198, Page 640, Mason County Clerk's Office.

Tract SP-19

That certain tract or parcel of land situated in Mason County, Kentucky, designated as Lot No. 6 on the Plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, Mason County Clerk's Office.

Being the same property conveyed from Gordon D. Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated October 1, 1998, and recorded in Deed Book 276, Page 714, Mason County Clerk's Office.

Tract SP-20

Situated in Mason County, Commonwealth of Kentucky, and designated as Lot No. 5 on the plat of Green Valley Subdivision, recorded in Plat Book 1, Page 96, of record in the Mason County Clerk's Office.

Exception: There is excepted from the above described property that parcel of land previously conveyed East Kentucky Power Cooperative, Inc., and being more particularly described as follows:

Beginning at an iron pin in the right of way of Kentucky 8, said point being N. 437657.892, E. 211933.416 Kentucky State Plane Coordinate System (North Zone) said point being a common corner to Parcel 4A, thence with the common division line of Parcel 4A, (1) North 40° 16' East – 209.48 feet to a point in the right of way of the proposed railroad, a common corner to Parcel 4A and Parcel 5A, thence with the common division line of Parcel 5A, (2) South 05° 57' West – 239.25 feet to an iron pin in the right of way of Kentucky 8, thence leaving the common line with Parcel 5A and with the right of way of Kentucky 8, (3) North 54° 46' West – 135.45 feet to the beginning containing 0.32+/- acres.

Being the same property conveyed from Wesley M. Vantine to East Kentucky Power Cooperative, Inc. by Deed dated January 31, 1997, and recorded in Deed Book 268, Page 412, Mason County Clerk's Office.

Tract SP-21

**Barn Tract:** A small parcel of ground with a tobacco barn thereon located on the North side of Kentucky No. 8 across the highway from Parcel No. 1 and being more particularly described as follows:

Beginning at a point in the North right of way of Kentucky Highway No. 8 which point is at station 344+05 common to State of Kentucky, Hester and Hayden; thence N. 31 deg. 20' E. 66 feet to N.E. corner stake of plat common to Hester and Hayden; thence N. 58 deg. 20' W. 135 feet to N.W. corner stake of plat common to Hester and Hayden; thence S. 31 deg. 20' W. 66 feet to right of way at station 342+70 common to State of Kentucky, Hester and Hayden; thence in an Easterly direction with the Highway right of way 135.0 feet to point of beginning and containing .2 acre.

Being the same property conveyed from Boyd Sexton, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 16, 1998, and recorded in Deed Book 278, Page 1, Mason County Clerk's Office.

335. All the tracts of property comprising the site of the J. K. Smith Station as follows:

Tract SM-1

A certain tract or parcel of land situated in Clark County, Kentucky, about nine miles East of Winchester, on the Red River road, and bounded and described as follows:

BEGINNING at a post, corner to I. B. Haggard and Ora Haggard; thence along Ora Haggard's line South 83 degrees 00' West 1457 feet; thence North 2 degrees 35' West 1462 feet to a post, corner to said Haggard and Andy Dykes; thence along Dykes' line South 83 degrees 00' West 320 feet; thence North 81 degrees 30' West 790 feet to Oak tree, corner to Haggard and John Hisle; thence along Hisle's line South 10 degrees 00' West 970 feet to post, corner to said Hisle and Jesse Haggard; thence down a ravine and along Haggard's line South 51 degrees 30' East 140 feet; thence South 35 degrees 00' East 140 feet; thence South 67 degrees 45' East 160 feet; thence South 43 degrees 00' East 74 feet; thence South 29 degrees 00' East 256 feet; thence South 36 degrees 00' East 188 feet; thence South 26 degrees 00' East 80 feet; thence South 14 degrees 00' East 160 feet; thence South 6 degrees 30' West 130 feet, corner to Haggard and Osborne; thence South 7 degrees 00' East 385 feet; thence South 1 degree 45' East 313 feet to gate post, corner to Osborne and J. Ballard estate; thence along Ballard line North 89 degrees 00' East 572 feet to post, corner to same; thence South 5 degrees 00' East 260 feet; thence South 3 degrees 30' East 640 feet; thence South 1 degrees 30' East 108 feet; thence South 7 degrees 30' East 88 feet; thence South 9 degrees 00' East 100 feet; thence South 12 degrees 00' East 217 feet to post, corner to Ballard and Osborne; thence along Osborne and Richardson's lines North 84 degrees 00' East 1542 feet to post corner to I. B. Haggard; thence along Haggard's line North 16 degrees 00' East 3025 feet to the place of beginning, containing 223-14/100 acres, more or less.

Tract 2: Beginning at a corner post on the north bank of a branch, said post being about 600 yards north of the Hunt-Red River Road and about 100 yards west of the first fork in the north fork of Cotton Creek, a corner to W. A. Ballard; thence with said Ballard and the existing fence N 22°10' W 533 feet to a point in the fence; thence N 21°49' W 347 feet to a twin 8 inch white oak in the fence corner; thence S 85°54' E 113 feet to a point in the fence; N 88°26' E 192.8 feet to a point in the fence on the east bank of a branch; thence S 83°35' E 204 feet to a point in

the fence; thence N 84°13' E 267 feet to a corner fence post on the east side of the north fork of Cotton Creek; thence up said fork with the existing fence N 1°09' E 169 feet to a point in the fence on the east bank of same; thence crossing the fork N 2°54' W 188 feet to a point in the fence; thence N 7°11' W 72 feet to a 6 inch Walnut in the fence; thence N 15°43' W 105 feet to an 8 inch oak in the fence; thence N 1°12' W 148 feet to a 14 inch sycamore in the fence corner at the forks of the branch, a corner to W. A. Ballard and Oliver Wood, Jr.; thence with said Wood and the existing fence up said branch N 63°07' W 102 feet to a point in the fence; thence N 65°46' W 211 feet to a 6 inch Walnut in the fence corner on the south bank of the branch; thence leaving the branch with Woods' line S 54°55' W 69.2 feet to a point in the fence; thence S 50°08' W 699 feet to a corner fence post; thence N 41°23' W 453 feet to a point in the fence; thence N 38°40' W 229 feet to a point in the fence; thence N 34°54' W 78 feet to a corner fence post at a gate; thence S 42°47' W 18.5 feet crossing the road to a 20 inch forked Cedar in the fence corner, a corner to Oliver Wood, Jr., and Roy Haggard; thence with said Haggard and the existing fence N 59°55' W 301 feet to a point in the fence; thence N 62° 25' W 456 feet to an 18 inch Maple in the fence corner, a corner to Roy Haggard and Lynwood Wiseman; thence with said Wiseman and the old fence line S 67°43' E 180 feet to a fence post on the west bank of a branch; thence crossing the branch S 63°10' E 87 feet to an 8 inch Walnut; thence S 66°20' E 145.8 feet to a 16 inch cedar; thence down the west side of the branch S 11°25' W 193.8 feet to a 14 inch Burr Oak; thence S 17°14' W 43 feet crossing the forks of the branch to a set stone on the west bank; thence continuing with the meanders of the branch S 41°30' E 90 feet; S 58°50' E 90 feet; S 31°30' E 120 feet; S 36°05' E 153 feet to the corner of a wire and stone fence on the west bank at the mouth of the branch, a corner to W. A. Ballard; thence with said Ballard, down the branch; thence S 36°56' E 53 feet crossing said drain to a 20 inch black oak in the fence; thence down the branch with the existing fence S 65°59' E 54 feet to a 12 inch forked cedar in the fence; thence S 12°21' E 63.7 feet to an angle in the fence; thence S 34°55' E 85.7 feet to a point in the fence; thence S 34° 07' E 172 feet to a Walnut snag in the fence; thence S 7°01' W 39 feet to an 8 inch twin Walnut in the fence corner on the west side of the branch; thence S 47°42' E 86 feet crossing the branch to a point in the fence on the east bank of said branch; thence S 52°22' E 100 feet to a point in the fence; thence S 48°41' E 117 feet to a 4 inch dogwood in the fence; thence S 57°20' E 146 feet to a point in the fence; thence S 69°30' E 100 feet to a point in the fence; thence S 60°05' E 166 feet to the beginning, containing an area of 37.325 acres more or less.

Being the same property conveyed from Oliver Wood, et al, by Master Commissioner's Deed dated August 12, 1981, and recorded in Deed Book 250, Page 509, Clark County Clerk's Office.

Tract SM-2

Tract One: Beginning at a post corner to Booth and Asa Kidd; thence along Asa Kidd's remaining property n 6°20' E 970 feet to a stake; thence N 4°10' W 485 feet to a stake in Hignite's line; thence along his line S 83°30' W 1605 feet to a stone corner to Booth; thence along Booth's line S 2° 50 E 1465 feet to a stone corner to same; thence N 82°25' E 1468 feet to the place of beginning, containing 51.945 acres of land.

Being the same property conveyed from Sarah Willoughby to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 210, Clark County Clerk's Office.

Tract SM-3

A certain tract or parcel of land in Clark County, Kentucky, lying on the waters of Upper Howards Creek and bounded on the North by lands of Haggard; on the East by Osborne heirs; on the South by Ballard and on the West by Wilson and Portwood, containing 19 acres more or less.

Being the same property conveyed from Lynwood Wiseman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 9, 1979, and recorded in Deed Book 240, Page 305, Clark County Clerk's Office.

Tract SM-4

All that certain tract of land, lying and being in the County of Clark, State of Kentucky located about twelve (12) miles southeast of Winchester, Kentucky, and being on the south side of Kentucky Highway 974 known as the Red River Road on the waters of Bull Run Creek, a tributary of the Kentucky River, and being more particularly described as follows: BEGINNING at a fence post corner in the line of the old original line common to Leoff Curtis on the north bank of the Bull Run Creek; thence S 75°41' E 142.7 feet to a 24 inch elm on the north bank of said creek, corner to William Sams; thence N 02°21' E at 202.0 feet passing an iron pipe, in all 213.0 feet to a bottle cap in the center of the Red River Road common to William Sams and in the line of John Richardson; thence with the corner of said road N 86°09' W 168.9 feet to a bottle cap in the center of said road, common to Leoff Curtis and in the line of said Richardson; thence S 06°30' E in part with said original line at 11.2 feet passing the fence corner, in all 190.1 feet to the beginning, containing an area of 0.70 acres more or less.

Being the same property conveyed from Mary I. Smith to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 197, Clark County Clerk's Office.

Tract SM-5

Tract 2. Beginning at an Iron Pin at a fence post, said point being on the north side of the entrance to said tract approximately 1400 feet along the passway from Red River Road, a common corner to Richardson, and coordinates of said point being N 134,964.586, E 2,041,472.928 of the Kentucky State Plane Coordinate System – North Zone, thence with the line of Richardson;

1. South 03°08' East 456.46 feet to an Iron Pin at a fence post, thence
2. South 86°37' West 265.99 feet to a set stone, thence
3. South 04°53' West 750.39 feet to an Iron Pin at a fence post, common corner to Scobee and Tract 2, thence with the common division line of Tract 2
4. North 72°00' West 1377.32 feet to an Iron Pin, thence
5. South 85°15' West 190.48 feet to an Iron Pin, thence
6. North 84°13' West 538.58 feet to an Iron Pin, common corner to Scobee and East Kentucky Power, thence with the line of East Ky. Power
7. North 07°38' West 100.22 feet to an Iron Pin at centerline of gas line, thence
8. North 05°43' West 494.51 feet tot a 24" Sycamore, thence
9. North 06°36' West 550.28 feet to an Iron Pin at a fence post, thence
10. South 82°05' East 604.62 feet to an Iron Pin at a fence post, thence
11. North 13°52' East 366.37 feet to an Iron Pin, thence
12. North 12°49' East 216.12 feet to an Iron Pin at a fence post, thence

13. North 79°56' East 622.19 feet to an Iron Pin at a fence post, common corner to East Kentucky Power and Thomas, thence with the line of Thomas
14. South 24°24' East 331.21 feet to an Iron Pin at a fence post, thence
15. South 72°18' East 161.35 feet to an Iron Pin at a fence post on the west side of farm road, thence
16. South 73°43' East 697.64 feet to an Iron Pin at centerline of gas line, thence
17. South 73°16' East 127.89 feet to an Iron Pin at a fence post, common corner to Thomas and Richardson, thence with the line of Richardson
18. South 06°39' East 112.31 feet to an Iron Pin at the centerline of gas line; thence
19. South 04°42' East 281.16 feet to the beginning containing 81.56 acres more or less

Being the same property conveyed from Robert H. Scobee to East Kentucky Power Cooperative, Inc. by Deed dated June 20, 1980, and recorded in Deed Book 245, Page 493, Clark County Clerk's Office.

Tract SM-6

Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line S 4°10' E 485 feet; thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82°30' E 981 feet to walnut tree; thence N 86°30' E 130 feet to walnut tree; thence N 80°30' E 326 feet to oak tree; thence N 64°30' E 161 feet to a walnut tree; thence N 78°10' E 91 feet to the place of beginning, containing 60.861 acres.

Being the same property conveyed from Harold Willoughby, et al, to East Kentucky Power Cooperative, Inc. by Deed dated January 22, 1980, and recorded in Deed Book 245, Page 539, Clark County Clerk's Office.

Tract SM-7

Lying on the waters of Bull Run Creek. Beginning at a point in William Oliver's line, thence with Oliver's line N45 East about 48 poles to a drain corner to Dr. W. S. Tuttle thence with his line to Mary Burner's line thence with her line down the Creek about 35 poles, thence East with a division line between said Chambers and Watkins to the beginning, containing 15 acres more or less.

Being the same property conveyed from Roscoe Watkins, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 679, Clark County Clerk's Office.

Tract SM-8

A certain tract of land adjoining the Red River Pike in Clark County, Kentucky, and bounded and described as follows:

Beginning at a stone corner on the south margin of said pike, and corner to D. Brock; thence with said Brock's line S 64 ¼° W 352.9 feet to a stone corner to same; thence S 35° W 225.5 feet to a walnut tree, corner to same; thence S 1 ½° W 389.5 feet to a stone corner to said

Brock; thence S 31° W 308 feet to a stone corner to said Brock and Osborne; thence N 74 ¼° W 631.7 feet to a stone corner, thence N 24 ¼° W 337.5 feet to a stake, corner to Charlie Oliver; thence N 4° E 363 feet to a stake corner; thence N 11° 25' E 543.2 feet to James Henry; thence 4° 40' E 561 feet to a stone corner and continued in all 570 feet to the middle of said pike; thence with the middle of same N 88° E 265 feet; S 80° E 105 feet; S 68° E 261 feet; S 40° 35' E 252 feet; S 28° E 124.3 feet; S 17 ¼° E 175 feet; thence N 44 ¾° E 200 feet; S 27 ½° E 120 feet; S 40 ½° E 147 feet to the beginning, containing 38.4 acres, more or less of land.

Being the same property conveyed from Grace Thomas to East Kentucky Power Cooperative, Inc. by Deed dated July 25, 1980, and recorded in Deed Book 246, Page 11, Clark County Clerk's Office.

Tract SM-9

Beginning in the center of the Cotton Branch Road; thence along same S 79° 40' E 499 feet; thence along average center of said road, Goolman's line, N 21° 55' E 313 feet; thence N 23° 45' E 200 feet; thence N 12° 30' E 350 feet; thence N 52° 25' E 400 feet; thence N 47° 50' E 200 feet; thence N 62° 10' E 200 feet; thence N 45° E 240 feet; thence N 39° 30' E 272 feet; thence N 59° 10' E 180 feet; thence N 20° 30' E 290 feet; thence N 11° E 175 feet; thence N 02° 50' W 350 feet; thence N 25° E 510 feet; thence North 500 feet, corner to John Todd; thence continuing in the road along Todd's line N 19° 30' E 220 feet; thence N 01° W 106 feet to edge of Howards Creek; thence crossing same N 32° 25' E 230 feet; thence N 25° 20' W 400 feet; thence N 06° 30' E 170 feet; thence N 61° 40' W 310 feet; thence N 45° 10' W 404 feet to gate, corner to Todd; thence S 49° 50' W 50 feet; thence N 57° 10' W 179 feet to corner to Ernest Goolman and H. S. Richardson; thence along their line S 56° 30' W 349 feet; thence S 82° 15' W 48 feet; thence S 39° 40' W 466 feet; thence S 80° 45' W 1152 feet, corner in line of Ora Haggard and Floyd Willoughby; thence S 02° 30' E 972 feet; thence S 15° W 254 feet to corner of Haggard and Willoughby; thence S 10' W 169 feet; thence S 06° 30' W 145 feet; thence S 18° 35' E 304 feet; thence South 127 feet; thence S 16° 30' W 345 feet; thence S 14° E 530 feet; thence S 17° E 400 feet; thence S 50' E 1076 feet to the beginning, containing 199.9 acres, more or less.

Being the same property conveyed from Robert D. Stone, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated August 11, 1980, and recorded in Deed Book 246, Page 184, Clark County Clerk's Office.

Tract SM-10

Beginning at a stone corner to Elizabeth Quisenberry thirteen links from the center of the pike S 2-3/4° W 129 poles to the Kentucky River; thence down said river binding on the North bank N 80° W 19 poles, S 82° W 30 poles to a stake corner to Oliver; thence with his line N 6-1/2° W 133 poles to a stake in the Allensville Pike; thence with said pike S 4-1/2° E 61.44 poles to the beginning containing 45 acres of land, more or less.

There is excepted herefrom .70 acres previously conveyed to Mary Smith by Deed dated November 20, 1970, recorded in Deed Book 196, Page 77, Clark County Records.

Being the same property conveyed from William T. Sams, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 28, 1979, and recorded in Deed Book 240, Page 200, Clark County Clerk's Office.

Tract SM-11

Tract I. A certain tract of land in the Allensville turnpike in Clark County, Kentucky, and bounded as follows: Beginning at a stake corner to the McKinney heirs; thence with their line N 11 ½° E 11 poles to a stone corner to said heirs, N 71 ½° E 40 poles to a stone; thence N 80° E 28.5 poles to a stone; thence S 2 ½° E 10 poles to a stone; thence S 14° E 32.2 poles to a stone in said piece; thence with same N 84 ¾° W 76.34 poles to the beginning, containing 15 acres, 1 rood, and 29 square poles, more or less.

Tract II. A certain tract or parcel of land in Clark County, Kentucky, at a stake in the Allensville Pike, corner to L. P. Brock land; thence west with the center of said pike to a stake in the Willis Hisle line; thence east with said Hisle line to a stone corner in the said Willis Hisle and L. P. Brock; thence S 2° E 11 poles to the beginning, containing four acres of land, more or less

Being the same property conveyed from John D. Richardson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 4, 1979, and recorded in Deed Book 240, Page 326, Clark County Clerk's Office.

Tract SM-12

A certain tract or parcel of land situated on the Red River Pike in Clark County, Kentucky, about ten miles from Winchester, Kentucky, bounded as follows:

Beginning at a stone on the south side of said pike, corner to L.D. Brock; thence along his line S 1° 30' E 494 feet to a stone corner to same; thence N 80° W 920 feet to a post corner to L. D. Brock and Wm. Osborne; thence along Osborne's line S 4° E 853 feet to a post corner to Osborne; thence S 87° 10' W 267 feet to a stone corner to Osborne; thence S 4° 15' W 747 feet to a post corner to Osborne; thence S 69° 50' E 1216 feet to a stone near a ravine, corner to Wright heirs and Curtis; thence N 30° 33' E 289 feet to a sugar tree corner to R. L. Curtis; thence N 80° E 403 feet to a walnut tree, corner to Curtis; thence S 70° E 180 feet to a walnut tree; thence S 16° 30' E 388 feet to a hackberry tree; thence S 31° 30' E 326 feet to center of Bull Run Creek, corner to Curtis; thence up the average center of creek N 73° 30' E 185 feet; thence N 47° E 256 feet; thence N 63° 30' E 231 feet; thence N 49° E 260 feet to the center of Bull Run Creek; thence N 29° 30' E 350 feet; thence N 18° E 100 feet; thence N 4° 100' W 180 feet; thence along the creek N 32° 30' E 170 feet to center of the pike; thence along the average center of same N 20° W 320 feet; thence N 34° W 470 feet; thence N 52° W 325 feet; thence N 61° W 440 feet; thence N 59° 45' W 260 feet; thence N 21° 30' W 280 feet; thence N 1° 30' E 210 feet; thence N 37° 45' W 310 feet; thence S 75° 30' W 120 feet; thence S 6° 30' W 235 feet; thence S 60° W 380 feet; thence S 81° W 50 feet to the place of beginning containing 131.16 acres of land.

There is excepted from the above described real estate a tract of land containing approximately 1.41 acres for the Brock Cemetery together with the right of ingress and egress thereto which tract of land is located in Clark County, Kentucky, approximately 13.2 miles southeast of Winchester and 1.2 miles southwest of Trapp along Highway 89 and being west of Highway 89 along the Red River Road approximately 2.5 miles, a passway to said tract being approximately 700 feet west of the intersection of Goolman Road and Red River Road and which exception is more particularly described as follows:

Beginning at a set Iron Pin, said point being approximately 1700 feet along the passway from Red River Road and bears North 11° 53' East 156.34 feet from an iron pin/fencepost corner at Scobee, a common corner to Tract 2 (Scobee) and Tract 1 (Richardson Heirs), and coordinates of said point being N 134,661.805, E 2,041,530.076 of the Kentucky State Plane Coordinate System – North Zone, thence with the common division line with Tract 1, N 09° 25' W 132.53 feet to an Iron Pin; thence N 05° 30' E 64.84 feet to an Iron Pin; thence N 43° 22' E 92.44 feet crossing the road to an Iron Pin; thence S 34° 07' E 190.32 feet to an Iron Pin at a fence post, said point being the existing corner of the cemetery tract; thence with the fence line of said cemetery S 73° 37' E 182.92 feet to an Iron Pin at a fence post; thence leaving said fence S 72° 57' East 19.96 feet to an Iron Pin; thence S 15° 21' W 130.15 feet to an Iron Pin; thence N 79° 08' W 20.03 feet to an Iron Pin at a fence post, said point being corner to existing cemetery fence; thence with said fence N 74° 18' W 53.39 feet to an Iron Pin at a fence post; thence S 86° 15' W 36.40 feet to an Iron Pin at a fence post, thence N 66° 36' W 102.81 feet to an Iron Pin at a fence post, said point being a corner to the existing cemetery fence; thence N 79° 19' W 115.15 feet to the beginning containing 1.41 acres, more or less.

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated August 18, 1980, and recorded in Deed Book 246, Page 261, Clark County Clerk's Office.

#### Tract SM-13

A certain tract of land in the county and state aforesaid and adjoining the Allensville and Mouth of Red River Turnpike, beginning at a point in the center of said pike, and corner to said Farney; thence with the meanders of said pike and with the average middle thereof S 74 ½° E 9.12 poles, S 1/4° E 13 poles, S 32 ½° E 11 poles, S 49 ¼° E 31 poles to a stone near the margin of the metal of said pike, corner to Asa Brock; thence departing from said pike and with a line of said Brock S 2 ½° E 30 poles to a stone, corner to said Brock; thence with a line of same N 81° W 55.4 poles to a stone, corner to Claiborn Brock; thence 22.6 with his line N 74 ¼° W 22.6 poles to a stone corner to said Farney; thence with his line N 30 ¼° E 18.9 poles to a stone; thence N 1 ¼° E 23.6 poles to a walnut; thence N 34-3/4° E 13.6 poles to a stone; thence N 64° E 21.8 poles to the beginning, containing 21 acres, 3 roods and 32 square poles (21.95 acres).

Being the same property conveyed from Earl Richardson, et al, to East Kentucky Power Cooperative, Inc. by Deed dated April 21, 1981, and recorded in Deed Book 250, Page 183, Clark County Clerk's Office.

#### Tract SM-14

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: BEGINNING at a stone corner to Lot No. 21; thence east 685 feet to a stone; thence east 423 feet to a stone, corner to Lot No. 4; thence north 177 feet to a hickory tree in A. N. Bush's line, corner to Lot No. 4; thence 917 feet with A. N. Bush's line to an oak tree, corner to Lot No. 2; thence south with agreed line 550 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 1 in the division of the lands of George Osborne, deceased, and devised to his heirs by Will dated November 8, 1899 of record in the Clark County Court Clerk's Office in Will Book 2, Page 94.

Tract 2. A tract of land containing 1-1/2 acres and located on Cotton Branch in Clark County, Kentucky together with the residence thereon and described as follows: BEGINNING at the

mouth of a small branch and near the public road; thence up said branch S 78-1/2° E 12.64 poles to a stake; thence N 53-3/4° E 12.64 poles to a stake; thence N 78-1/4° W 12.64 poles to a stake in the center of Cotton Branch; thence down said branch S 52-3/4° W 12.64 poles to the beginning, containing one (1) acre, more or less.

Also another small tract adjoining the aforesaid land and bounded by the lands of Jerry Reeves and Elizabeth Osborne, Nat Tuttle, Mattie Henry and Hannah Henry, and being just enough to straighten the upper line fence of Hannah Henry and Mattie Henry, and containing about one-fourth (1/4) of an acre of land.

Tract 3. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch and bounded as follows: BEGINNING at a hickory tree, corner to Lot No. 3; thence east with A. N. Bush and Amanda Tuttle's line 790 feet to a stone corner to Amanda Tuttle; thence south with Amanda Tuttle and I.N. Tuttle's lines 384 feet to a corner to John Brock; thence with his lines 1346 feet to a stone in the line of Lot No. 3; thence east 423 feet with the line of Lot No. 3 to a stone corner to Lot No. 3; thence north with the line of Lot No. 3 a distance of 177 feet to the beginning, containing six (6) acres, more or less, and being Lot No. 4 in the division of lands of George A. Osborne.

Being the same property conveyed from George N. Osborne, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1981, and recorded in Deed Book 248, Page 184, Clark County Clerk's Office.

#### Tract SM-15

A certain tract of land on the waters of Bull Run Creek in Clark County, Kentucky, on the south side of the Allensville-Red River Road and being more particularly described as follows:

Beginning at a p.k. nail in the centerline of Allensville-Red River Road a corner common to Dewey Barrett, thence meandering with the centerline of said road, S 58° 44' E 133.92 feet to a p.k. nail, S 52° 51' E 138.09 feet to a p.k. nail, S 57° 01' E 65.82 feet to a p.k. nail, S 65° 27' E 75.85 feet to a p.k. nail, S 59° 24' E 45.02 feet to a p.k. nail, S 48° 49' E 119.21 feet to a p.k. nail, S 60° 26' E 40.35 feet to a p.k. nail, S 78° 23' E 46.08 feet to a p.k. nail, S 80° 02' E 98.56 feet to a p.k. nail, S 82° 17' E 99.18 feet to a p.k. nail, S 85° 26' E 103.82 feet to a p.k. nail, S 89° 59' E 59.32 feet to a p.k. nail, N 83° 41' E 54.06 feet to a p.k. nail, S 87° 41' E 39.81 feet to a p.k. nail, S 44° 09' E 32.38 feet to a p.k. nail, S 20° 43' E 32.70 feet to a p.k. nail, S 01° 26' W 32.48 feet to a p.k. nail, S 19° 35' W 38.78 feet to a p.k. nail and S 24° 42' W 53.44 feet to a p.k. nail in the centerline of Red River Road a common corner to Handy; thence with a division line between Tracts 1a and 1b, S 72° 53' W 408.69 feet to an iron pin; thence S 15° 24' E 240.36 feet to an iron pin; thence S 07° 12' W 160.22 feet to an iron pin; thence S 66° 00' W 111.68 feet to an iron pin; thence S 52° 50' W 74.32 feet to an iron pipe in a fence a corner common to tract 1b and Eurell Chambers; thence with said Chambers, N 82° 19' W 910.43 feet to an iron pipe in the fence, a corner common to Barrett; thence N 13° 11' E 801.04 feet to an iron pipe in the fence; thence N 13° 00' E 292.96 feet to the beginning, containing 21.95+/- acres, more or less.

Being the same property conveyed from William E. Merritt, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 4, 1979, and recorded in Deed Book 240, Page 711, Clark County Clerk's Office.

Tract SM-16

Tract No. 1. Beginning at a point in Howard's Creek corner to Mrs. Sarah Wilcox and William Wilson; thence with a line of William Wilson down the creek S 12.15 W. 4.12 chains to a point on the west side of the creek; thence S 12.52 E crossing the creek 7.43 chains to a point or stone on the East side of the creek; thence departing from the creek N. 16.45 E. 4.41 chains to a stone in the mouth of a drain; thence up said drain N 76.39 E 6.20 chains to a stone near the top of the hill; thence N 13.08 E 2.90 chains to a stone corner to Mrs. Sarah Wilcox; thence with the old survey S. 89 W 1.50 chains; thence N 84 W 1.10 chains to a mark in a rock in a fall in a branch; thence N 87.30 W 2.50 to a stone; thence N 11 W 2.50 chains; thence S 75 W 3.50 chains to the beginning containing 5.275 acres, more or less.

Being the same property conveyed from Isaac F. McKinney, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 9, 1983, and recorded in Deed Book 258, Page 78, Clark County Clerk's Office.

Tract SM-17

Beginning at a stone corner to Mary Jane Curtis, being a pointer in the center of the Allensville Turnpike Rod; thence with said road binding on the center South 73° East 12 poles; thence S 1° East 12 poles; thence South 29° East 10 poles; thence South 49° East 17.84 poles; thence South 49-1/4° East 13.28 poles; thence South 56° East 1.48 poles to a stake; thence North 59° East 24.28 poles; thence North 5-1/2° East 15.08 poles; thence North 86° East 6.9 poles; thence South 42° East 15.6 poles to a stake in the center of said Pike; corner to Elizabeth Adams; thence with her line North 80-1/2° East 10 poles to a stone; thence North 16° West 50 poles to a stone; thence North 40° West 14 poles to the beginning, containing 22-3/4 acres, more or less.

Also the following described tract or parcel of land situated in Clark County, Kentucky, near the Kentucky River and on the Allensville Pike, near the junction of the Red River and Kentucky River, bounded as follows:

Beginning at a stake corner to Luc J. Devary; thence North 85° 30' East 156 feet to a stake; thence North 31° West 620 feet to a stake; thence South 17° East 567 feet to the place of beginning, containing 1.028 acres, more or less.

Being the same property conveyed from Everett Cecil Johnson, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 31, 1980, and recorded in Deed Book 244, Page 617, Clark County Clerk's Office.

Tract SM-18

A certain tract or parcel of land situated in Clark County, Kentucky, about ten miles east of Winchester and on the waters of Upper Howards Creek, and bounded and described as follows: Beginning in the center of old Cotton Branch road, corner to Goolman and Osborne; thence up said road N54°00'E 333 feet; thence N60°00'E 230 feet; thence N83°00'E 180 feet; thence N89°50'E 84 feet; thence N79°00'E 217 feet; thence S78°25'E 110 feet; thence S89°00'E 371 feet; thence N88°15'E 273 feet; thence S79°40'E 452 feet to point in center of road at end of division line and corner to Asa Kidd's remaining property; thence along Kidd's line and division line N0°50'W 1076 feet to post; thence N17°00'W 400 feet; thence N14°00'W 530 feet; thence N16°30'E 345 feet; thence N 127 feet; thence N 18°35'W 304 feet; thence

N0°30'E 145 feet; thence N 15°10'E 169 feet to post corner to Asa Kidd and Ora Haggard; thence along Haggard's line S78°10'W 91 feet to a walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S64°30'W 161 feet to oak tree; thence S80°30'W 324 feet to walnut tree; thence S86°30'W 130 feet to walnut tree; thence S82°30'W 981 feet to post corner to Ora Haggard and Booth; thence along Booth's line S15°30'W 3016 feet to post corner to Osborne; thence N82°30'E 200 feet; thence N85°00'E 309 feet to post; thence N11°00'E 152 feet to the place of beginning, containing 138.733 acres of land.

Being the same property conveyed from Ira B. Haggard, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, Page 172, Clark County Clerk's Office.

Tract SM-19

A certain tract or parcel of land situated in Clark County, Kentucky, on the Allensville Road and which is bounded on the North by the lands of James W. Tuttle, on the East by the lands of Lena Jones, on the South by the lands of James T. Osborne and by the Allensville Road, and on the West by the lands of Elizabeth Osborne and John Henry; containing 33 acres, more or less.

There is excepted from the foregoing a certain small parcel containing approximately one-fourth of an acre which was conveyed to Mattie Henry, et al, by deed recorded in Deed Book 86, Page 546, Clark County Court Clerk's Office, and reference is made thereto for a description of said exception.

Being the same property conveyed from David M. Haggard to East Kentucky Power Cooperative, Inc. by Deed dated January 19, 1978, and recorded in Deed Book 239, Page 335, Clark County Clerk's Office.

Tract SM-20

1. That certain tract or parcel of land situated, lying and being in Clark County, Kentucky, on the Red River Pike and Upper Howard's Creek, about nine miles from Winchester, and bounded as follows:

BEGINNING in the center of said Pike, corner to Charles Oliver, a point opposite a locust tree near a gate and opposite a log house on the north side of the Pike, thence along division line South 43 degrees 30 minutes West 678 feet; thence South 22 degrees 00 minutes East 205 feet; thence South 1 degree 00 minutes East 121 feet; thence 14 degrees 00 minutes West 200 feet; South 64 degrees 00 minutes West 40 feet to an elm tree on the edge of Howard's Creek; thence down the Bank of same South 16 degrees 30 minutes West 254 feet; South 74 degrees 45 minutes West 321 feet; thence South 68 degrees 10 minutes West 114 feet; South 26 degrees 00 minutes West 71 feet; thence South 33 degrees 10 minutes East 228 feet; thence South 45 degrees 30 minutes East 145 feet; thence South 38 degrees 45 minutes East 392 feet; thence South 45 degrees 00 minutes East 224 feet; South 69 degrees 40 minutes East 230 feet; South 32 degrees 30 minutes East 185 feet; South 30 degrees 45 minutes West 118 feet; South 65 degrees 45 minutes West 195 feet; thence South 18 degrees 10 minutes West 63 feet; thence South 15 degrees 00 minutes West 63 feet; thence South 15 degrees 00 minutes East 94 feet; South 13 degrees 45 minutes East 33 feet; South 38 degrees 00 minutes West 125 feet; South 24 degrees 30 minutes East 112 feet; South 60 degrees 45 minutes East 110 feet; South 41 degrees 00 minutes East 238 feet; South 60 degrees 00 minutes West 80 feet; South 72 degrees

30 minutes West 150 feet; thence South 71 degrees 00 minutes West 173 feet; South 73 degrees 00 minutes West 252 feet; South 62 degrees 30 minutes West 310 feet; South 61 degrees 15 minutes West 228 feet; South 78 degrees 00 minutes West 350 feet to the edge of Kentucky River; thence up the Bank of the River South 34 degrees 15 minutes East 113 feet; South 40 degrees 00 minutes East 547 feet; South 41 degrees 30 minutes East 300 feet; South 36 degrees 00 minutes East 300 feet; South 38 degrees 00 minutes East 253 feet; South 34 degrees 00 minutes East 230 feet to Tom Gravett's line; thence leaving the River and along Gravett's line North 64 degrees 00 minutes East 1100 feet; thence North 64 degrees 00 minutes East 1417 feet to a stone corner in Henry Wright's line; thence North 22 degrees 30 minutes West 918 feet to an elm tree, corner to G. W. Osborne; thence North 9 degrees 30 minutes West 200 feet; North 7 degrees 15 minutes West 600 feet; North 6 degrees 00 minutes West 1073 feet; thence South 81 degrees 50 minutes East 604 feet; thence North 13 degrees 15 minutes East 588 feet to a post corner to G. W. Osborne; thence North 79 degrees 45 minutes East 623 feet, corner to J. T. Osborne; thence North 3 degrees 50 minutes East 283 feet; thence North 9 degrees East 286 feet passing J. T. Osborne to a point corner to Devary; thence South 85 degrees 45 minutes West 600 feet; thence South 83 degrees 45 minutes West 182 feet to a post corner to W. G. Devary; thence North 9 degrees 30 minutes West 650 feet to the center of the Red River Pike, corner to Devary; thence along center of said Pike South 72 degrees 30 minutes West 381 feet; South 76 degrees 30 minutes West 266 feet; South 55 degrees 50 minutes West 518 feet; South 78 degrees 45 minutes West 165 feet; thence North 81 degrees 45 minutes West 256 feet; North 71 degrees 30 minutes West 306 feet to the place of beginning, containing 246 acres, more or less. And there is added to the foregoing described land a strip forty (40) feet wide measured from where the line strikes Howard's Creek to Gravett's line, containing five (5) acres.

There is reserved and excepted from said above described land the following described part thereof, to-wit:

Beginning at a point corner to Richardson and Robinson, thence along division line South 8 degrees 50 minutes East 623-5/10 feet to a post, corner to J. A. Carl; thence along Carl's line North 80 degrees 00 minutes 622-5/10 feet to a post, corner to Carl and J. T. Osborne; thence along Osborne's line North 4 degrees 00 minutes East 321 feet; thence North 11 degrees 00 minutes East 248 feet to tree corner to Osborne and W. M. Richardson; thence along Richardson's line South 86 degrees 30 minutes West 783-7/10 feet to the place of beginning, containing 9-361/1000 acres, more or less.

2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River turnpike Road, and bounded and described as follows:

BEGINNING in the center of the Red River Turnpike Road, corner to Mrs. Mary C. Robinson's line; thence around same South 21 degrees 30 minutes East 87 feet to an elm tree on Bank of Creek; thence along the Bank of Creek South 20 degrees 35 minutes West 102 feet to an elm tree; thence South 7 degrees 00 minutes West 100 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 24 degrees 00 minutes West 36 feet to a stake; thence South 63 degrees 30 minutes West 83 feet to a stake; thence South 76 degrees 10 minutes West 92 feet to a stake; thence North 42 degrees 30 minutes West 156 feet to a stake in the edge of road four (4) feet from a fence; thence along said fence being four (4) feet therefrom North 48 degrees 00 minutes East 126 feet to a stake near where the old scales stood; thence North 50 degrees 00 minutes East 259 feet to the beginning, containing 1-41/100 acres, and being the same property which was conveyed by Clark County Board of Education to Arthur

Gravett, of the parties of the first part, by deed dated February 14, 1948, of record in Deed Book No. 134, page 264, Clark County Court Clerk's office. And being the same parcel which was mentioned as an exception in the deed conveying the first above described tract herein in Arthur Gravett and Bettie Gravett.

Said properties hereinabove described are subject to certain Easements conveyed to Tennessee Gas Transmission Company by instruments dated June 17, 1949, of record in Deed Book No. 137, Pages 151 and 208; and October 11, 1956 of record in Deed Book No. 153, page 638, both in the Clark County Court Clerk's office.

Being the same property conveyed from Clyde Gravett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 27, 1979, and recorded in Deed Book 240, Page 541, Clark County Clerk's Office.

Tract SM-21

Tract One. A certain tract or parcel of land situated in Clark County, Kentucky, on upper Howards Creek, and bounded and described as follows:

Beginning at a stone corner to Cyrus Curtis, and James W. Tuttle; thence up the branch and with the line of said Curtis N 36-3/4° E 4 poles; N 81-1/4° E 22 poles; N 45° 20' E 16.44 poles; thence passing over a stone corner to William A. Goolman and with his line S 70° E 38 poles to a stone corner to said William A. Goolman; thence with a division line of same and John T. Goolman N 62° E 156 poles to a stone in J. T. Tuttle's line; thence with his line N 1/2° W 61.5 poles to a notch in rock in branch in the Irvine and Winchester dirt road and corner to T. J. Tuttle; thence down said branch and with the average middle of said road, and binding on the line of said Tuttle N 78-1/4° W 34 poles; N 64-1/4° W 22 poles; N 53° W 18 poles; N 73-1/4° W 18 poles; N 54° W 12 poles; N 72° 9' W 27.64 poles to a stone on the bank of the branch, corner to J. W. Tuttle; thence up said branch and public road, and binding on the line of said J. W. Tuttle S 42° W 11.6 poles; S 20° W 12 poles; S 4° 13' E 28 poles; S 31-1/4° W 10 poles; thence S 10-1/2° W 10 poles; thence departing from said branch S 45-1/2° W 8 poles to a walnut stump in the south margin of said road, and corner to L. N. Tuttle farm; thence with center line of said road binding on the line of J. W. Tuttle, S 75-1/2° W 5.48 poles; S 39-1/2° W 12 poles; S 38° 41' W 10 poles; S 50° W 14 poles; S 59-1/2° W 12 poles; S 44° W 12 poles; S 64° W 5.9 poles to a stone on said J. W. Tuttle's line; thence running with same road and J. W. Tuttle's line S 47° 12' W 14 poles; S 12-1/4° W 23.38 poles; S 22-1/2° W 28.5 poles to a stone in said road, corner to J.W. Tuttle and Milton Conkwright; thence departing from said road and with Conkwright's line S 15-1/2° E 16.64 poles to a place where a bee stump stood; One hundred sixty-five (165) acres, three roods and four poles of land.

Tract Two. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek, and bounded on the north by the land of J. T. Goolman heirs, on the east by the lands of Bell Goolman; on the south by the land of C. M. Curtis' heirs and Eddie McKinney, containing 24 acres, more or less, it being understood and agreed that the west line runs with the division fence between the land herein described, and the land of Eddie McKinney.

Being the same property conveyed from Floyd Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 485, Clark County Clerk's Office.

### Tract SM-22

Tract Two. Beginning at a 30 inch sycamore on the north bank of Upper Howards creek, and said point further being S 55°34'W, a distance of 348.73 feet from the end of a rock wall on the southwest side of the White Conkwright Road a corner to lands now or formerly owned by Ernest Goolman and Robert D. and William Stone; thence, running S 57°25'W, a distance of 77.78 feet, more or less, to a point; thence, running S 48°09'W, a distance of 78.88 feet, more or less, to a six (6) inch maple; thence, running S 38°44'W, a distance of 29.68 feet, more or less, to a 10 inch ash; thence, running S 44°01'W, a distance of 74.55 feet, more or less, to a 16 inch white oak; thence, running S 39°30'W, a distance of 228.56 feet, more or less, to a fence post; thence, running S 80°45'W, a distance of 1141.32 feet, more or less, to a corner fence post; thence, running N 02°35'W a distance of 460.08 feet, more or less, to a corner fence post; thence, running N 79°28'E, a distance of 488.00 feet, more or less, to a 10 inch white oak; thence, running S 34°09'E a distance of 24.34 feet, more or less, to a fence post; thence, running N 65°41'E, a distance of 51.10 feet, more or less, to a 14 inch black oak; thence, running N 79°25'E, a distance of 213.83 feet, more or less, to a 10 inch dogwood; thence running N 76°14'E a distance of 167.20 feet, more or less, to a fence post; thence, running N 81°48'E, a distance of 44.75 feet more or less, to a 26 inch ash; thence, running N 73°26'E, a distance of 269.81 feet, more or less, to the center line of Upper Howards Creek; thence, running S 56°20' and with the creek a distance of 326.24 feet, more or less, to the point of beginning, containing 14.42 acres, more or less.

Being the same property conveyed from Ernest Goolman to East Kentucky Power Cooperative, Inc. by Deed of Clarification dated August 8, 1980, and recorded in Deed Book 246, Page 130, Clark County Clerk's Office.

### Tract SM-23

Tract One. A certain tract of land situated on Upper Howards Creek in Clark County, Kentucky, on the County Road about one mile and a half from the turnpike leading to Ruckerville, and bounded as follows: Beginning at corner of the 165 acre tract, in a road and branch; thence along said tract 0° 30' W 32.5 chains to corner in Bull Run Creek; thence up said Creek S 85-3/4° E 6 chains; thence S 72-3/4° E 2.68 chains; thence S 73° E 2.56 chains; thence leaving Bull Run Creek N 88 1/4° E 2.88 chains to fence post, corner to Cal White; thence N 49 1/2° E 7.27 chains to L. & N. right-of-way; thence along said right-of-way N 32° W 1300 feet; thence S 76° W 26 feet; thence N 12° 30' W 500 feet; thence N 28° 30' W 300 feet; thence N 45° W 428 feet to center of public road; thence S 52° 30' W 456 feet to place of beginning, containing approximately 57 acres.

Tract Two. Fifteen acres of hillside land located near, but not contiguous to, Tract One above described. And being a part of the property conveyed to second parties by deed dated April 15, 1930, of record in Deed Book 108, Page 341 in the Clark County Clerk's Office. Second party acquired the interest of H. S. Richardson in the aforesaid deed as shown by Affidavit of Descent of record in Deed Book 168, Page 600, in the Clark County Clerk's Office.

Being the same property conveyed from Ernest Goolman, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated February 2, 1979, and recorded in Deed Book 239, Page 482, Clark County Clerk's Office.

### Tract SM-24

Tract 3. A certain tract or parcel of land, containing in the aggregate about 58 acres, more or less, and consisting of three tracts adjoining each other, and described as follows:

- A. Beginning at a stone corner to Lot No. 1 in W. S. Tuttle's line; thence with his line and down the creek South 60-1/2 degrees West 22.28 poles; thence South 52-1/2 degrees West 7 poles to a stone corner to Lot No. 4; thence with the line of Lot No. 4 South 48 degrees East 56 poles to a stone corner to Lot No. 3; thence with line of Lot No. 3 North 58-1/2 degrees East 30 poles to a stone corner to Lot No. 1; thence with the line of Lot No. 1 North 48-1/2 degrees West 60 poles to the beginning, containing eleven (11) acres of land, less one (1) acre reserved for graveyard, more or less.
- B. Beginning at a stone corner to J. N. C. Tuttle, and line of A. B. Tuttle; thence with her line North 85 degrees 30 minutes East 6.82 poles to a sugar tree; thence South 72 degrees East 8.54 poles to a stone corner to Susan J. Bush thence with her line North 2-1/2 degrees West 72 poles to a stone, corner to T. J. Tuttle on Bull Run Creek; thence North 87-1/2 degrees West 16 poles; thence North 60 degrees West 29 poles to a stake; thence North 79 degrees West 10 poles to a stake; thence North 75 degrees West 22 poles; thence South 83 degrees West 21 poles to a stone in corner to W. Tuttle's line, and corner to J. A. Tuttle; thence with his line South 37-1/2 degrees East 59.66 poles to a stone corner to J. N. C. Tuttle; thence South 42-1/2 degrees East 60.36 poles to the beginning, containing 28 acres, 2 rood and 9 square poles of land, more or less. EXCEPTING from this tract a small tract of land which was conveyed by Chenault and wife to the L&N Railroad Company by deed recorded in the Clark County Clerk's office in Deed Book 85, Page 318, and Deed Book 87, Page 100, which said deeds are referred to for more particular descriptions of said excluded tracts, which contain 1.35 acres, more or less.
- C. A certain tract of land lying in Clark County, Kentucky, on the waters of Bull Run Creek, bounded as follows: Beginning at a stone, corner to Lot No. 2; thence South 58-1/2 degrees West 69 poles to a stone corner to Lot No. 4; thence South 48-1/2 degrees East 37 poles to a stone, corner to Mose Chambers; thence North 26-1/2 degrees East 2 poles; thence North 47-1/2 degrees East 5 poles to a stone corner in original A. B. Tuttle line; thence North 49 degrees East 11.84 poles; North 72-1/2 degrees East 16.80 poles; North 85 degrees 30 minutes East 58 poles to a stone corner to Lot No. 1; thence with that line North 50-1/2 degrees West 60 poles to the beginning, containing 19 acres of land, more or less.

Tract 4. A certain tract or parcel of land situated in Clark County, Kentucky, near Trapp Post Office near the right-of-way of the L&N Railroad and corner to Chambers; thence along Chambers' line North 08°25' East 483 feet; thence South 87° East 155 feet to a post in the L&N right-of-way; thence along said right-of-way North 8°10' West 160 feet; thence North 9°30' West 100 feet; thence 11°30' West 100 feet; thence North 13°31' West 882 feet; thence North 10° West 223 feet to a post corner to the L&N right-of-way and Goolman; thence along the Goolman line south 80° West 24 feet; thence South 8°30' West 165 feet; thence South 1°30' East 506 feet to a stone; thence North 71° West 140 feet; thence South 86°50' West 1069 feet to a post; thence South 72° 15' West 280 feet; thence South 51°30' West 190 feet to a post, corner to John Watkins and Goolman; thence South 3°30' West 506 feet to a stone fence, corner to Watkins; thence along the Watkins line, North 84°15' East 242 feet; thence South 67°30' East 1282 feet to a post corner to Watkins; thence South 13°45' West 103 feet to a stone

on the side of the road, a corner to Chambers and Watkins; thence with the center of said road North 84°15' East 404 feet to the beginning, containing 43.03 acres, more or less.

Said property is subject to a fencing contract with the L&N Railroad Company dated May 21, 1964, of record in Deed Book 172, page 64, of said Clerk's office.

Being the same property conveyed from Herbert Devary, et al, to East Kentucky Power Cooperative, Inc. by Deed dated July 6, 1979, and recorded in Deed Book 241, Page 647, Clark County Clerk's Office.

Tract SM-25

Tract 1. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone in the line of John T. Goolman and corner to Cyrus Curtis; thence with his line south 11 ½° west 53 poles S 15° 04' east 7.80 poles to a stone corner; thence N 84° 56' east 77.8 poles to a stone; thence N 14° east 40 poles to an elm tree on the southeast side of Bull Run Creek; thence up said creek as it meanders N 34° east 4.68 poles to an elm tree in a line known as the N. C Tuttle line; thence N 3° west 20 poles to a stone on the east side of Bull Run Creek; thence N 33 ¼° west 8.75 poles to a stone corner to Dr. W. S. Tuttle; thence with his line N 44 ½° east 18 poles N 43° east 15 poles, N 33 ½° east 24 poles, N 61-3/4° east 36.56 poles to a stone corner to J. T. Tuttle on the southeast side of Bull Run Creek; thence departing from said creek and with T. J. Tuttle's line N ½° west 51.4 poles to a stone corner to said John T. Goolman S 62° west 156 poles to a stone corner to same; thence with John T. Goolman's line N 70° west 38 poles to the beginning, containing 100 acres, one rood and four square poles of land.

Tract 2. A certain tract of land lying on the waters of Bull Run Creek in Clark County, Kentucky, and bounded as follows: Beginning at a stone corner to A. Chenault, and running with his line N 46° west 56 poles to a stake on the west side of Bull Run Creek, corner to J. Goolman; thence with his line down the creek S 56° west 23 poles to a stake corner to same; thence S 46° west 6.40 poles to a stake corner to same; thence south 41° west 9.8 poles to corner to same; thence S 56° west 6.8 poles; thence 36 1/2° west 21 poles; thence S 25° east 20 poles to a point near the creek; thence S 43° west 4 poles to a stake; thence S 18 ½° east 33 poles; thence S 8 ½° east 12.6 poles to a sycamore stump; thence N 19 ½° east 21 poles to a stone corner to Mose Chambers; thence N 69° east 40 poles to a stone corner to same; thence N 39 ½° east 16 poles to the beginning, containing 26 acres and one rood of land.

Tract 3. A certain tract of land in Clark County, Kentucky on Red River Pike and Bull Run Creek about two miles south of the mouth of Red River, and described as follows: Beginning at a stone corner to Mose Chambers and Mrs. Curtis; thence with Mose Chambers' line N 88° 45' east 528 feet; thence S 72° 15' east 478.5 feet to a stone at Bull Run Creek; thence N 45° 20' east 387.4 feet to a stone corner to John Watkins; thence N 2° 15' east 136.9 feet to a stone; thence N 1° 35' east 462 feet to a stone near the mouth of a branch; thence N 6° 55' west 207.9 feet to a stone corner to J. and W. Goolman; thence N 26° 00' west 297 feet to an old stump; thence along Goolman's line S 15° 55' west 495 feet to a stone; thence along Mrs. Curtis' line S 05° 35' east 732 feet to the place of beginning, containing 24.193 acres of land.

Tract 4. Being two parcels of land both situated in Clark County, Kentucky, on the waters of Bull Run Creek, bounded and described as follows, to-wit: (1) Beginning at a stone corner to W. S. Tuttle; thence with the line N 75 ½ degrees W 29 poles to a sugar tree; thence N 78

degrees W 26 poles to a stone corner to Mary Bruner and W. S. Tuttle; thence with said Bruner's line S 19 ½ degrees W 37 poles to the Allensville Turnpike; thence with said pike binding on the center thereof to said Bull Run Creek; thence up the creek with its meanders to the beginning, containing about ten (10) acres and being the same tract conveyed as recorded in Deed Book 60 page 177 in the Clark County Clerk's office.

Tract 5. (2) A certain tract of land on the waters of said creek adjoining the lands of Cyrus Curtis on the west, Mary Chambers on the east containing twenty (20) acres, more or less, and being the same conveyed to Moses Chambers by Leland Hathaway, as Master Commissioner by deed dated May 29, 1903, recorded in Deed Book 71, Page 638, in the Clark County Clerk's office.

Tract 6. Also a certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek and bounded as follows: Beginning at a stone corner, an oak tree pointer; thence with a division fence of Moses Chambers as it now runs to a coffee bean stump in W. A. Oliver's line thence with his line on the east, south and west to the beginning, containing eight acres, more or less, with a right of passway as allowed to said land in the deed from Moses Chambers to James Robinson, and being the same land conveyed to Vernon Chambers by James Robinson, and wife by deed of dated March 13, 1912, and of record in the Clark County Clerk's office in Deed Book No. 87, page 370.

Tract 7. (2) A certain tract of land situated in Clark County, Kentucky, lying on the waters of Bull Run Creek, and including all of the land lying on the east side of Bull Run Creek and bounded on the north by the lands of John Watkins, on the east by the land of Ambrose Chenault, on the south by the same land conveyed to Aaron Chambers by Moses Chambers and wife by deed of date January 27, 1917, and of record in the Clark County Clerk's office in Deed Book No. 94, page 414.

Being the same property conveyed from Elwood Devary, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 57, Clark County Clerk's Office.

#### Tract SM-26

Tract 1. A certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Red River and bounded and described as follows: Beginning at a stone corner to Mrs. Edith Curtis Warren and D. E. McKinney; thence along D. E. McKinney's line S 75-30' W 970 feet to a Stone on a ridge; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence S 75-45' W 970 feet to a stone on a ridge; thence S 73-45' W 1290 feet to a stone; thence N 23 E 1100 feet to a post, corner to Goolman and D. E. McKinney; thence S 84 W 93 feet to a point in Goolman's line and corner to W. N. McKinney's original tract; thence along W. N. McKinney's original tract; thence along W. N. McKinney's original tract S 28 W 477 feet; thence S 26 W 184 feet; thence S 23-25' W 700 feet to a post corner to same; thence S 26W 184 feet; thence S 52 E. 147 feet; thence S 28 W 326 feet; thence N 78 W 104 feet to center of Red River Road; thence along the average center of the said Road S 2-10W 284 feet to Abner; thence along Abner's lines S 79-50' E 400 feet; thence S 86-10' E 404 feet; thence N 0-15' W 182 feet; thence N 74-45' E 706 feet to a Hackberry tree; thence S 84-14' E 463 feet to a point corner to Abner and Mrs. E. Curtis; thence along her lines N 43-20' E 200 feet; thence N 35 E 183 feet; thence N 19-30' E 1083 feet to the place of beginning, containing 52.2 acres of land.

Tract 2. A certain tract or parcel of land situated in Clark County, Kentucky, on the Red River Turnpike Road, beginning at a stone in I. N. Tuttle's line on the West side of the branch; thence with the agreed line S 28 W 72 poles to a stone; thence S 44  $\frac{1}{4}$  W 2 poles; thence S 25 W 4 poles to a stone; thence S 14  $\frac{1}{2}$  W 3 poles; S 20 W 23 poles to a small mulberry bush on the bank of the branch; thence S 22 W 17 poles to a stake; thence S 32  $\frac{3}{4}$  W 5 poles to a stake; thence S 12 W 14.64 poles to a stake; thence S 37  $\frac{1}{2}$  W 5 poles to a stake; in the bed of the branch; thence departing from the branch with the agreed line S 49 E 10 poles to a stone; thence S 26 W 18  $\frac{1}{2}$  poles to a stone; thence N 82  $\frac{3}{4}$  W 6 poles to a stake in the center of the Allensville Turnpike; thence with the same an agreed to the said Hisle and Cruse; thence with the same and binding original line; thence N 87 W 4.10 poles to a stake in Brock's line; thence N 7 W 19 poles to a stake; thence N 25 W 4 poles to Cruse and Hisle's original corner; thence N 37  $\frac{1}{2}$  E 4 poles to a stake in the pike; thence with same being on the center of Brock's line; thence with his line N 7 W 34 poles to a stake; thence N 84 poles; thence N 32  $\frac{1}{2}$  W 15 poles to a black walnut on the branch; thence with Mrs. L. F. Adams' line and I. N. Tuttle's line N 80  $\frac{1}{2}$  E 74 poles to the beginning, containing 25 acres and 3 roods and 5 square poles of land, excepting all that portion of the land lying on the West side of the Allensville Road, containing between three quarter and one acre.

Tract 3. Beginning at a hickory tree corner to the Chas. W. Brock land; thence with his line S 45 E 33.4 poles to a stone corner to the said Brock; thence S 14 W 27.68 poles to a stone; thence S 13  $\frac{1}{2}$  E 71 poles to a stake on the north bank of the Kentucky River; thence up the same as it meanders N 55  $\frac{1}{2}$  E 15.2 poles; thence N 56 E 25 poles to a stake; thence N 75  $\frac{1}{2}$  E 1.51 poles to a stake; thence departing from said river and with the line of the land formerly owned by S. W. Brock N 6  $\frac{1}{2}$  W 133.56 poles to a stone corner to Wm. A. Oliver; thence with his line S 88  $\frac{1}{2}$  W 16 poles to a stake in John T. Brock's line; thence with his line and Bull Run Creek as it meanders down same S 24 W 10.2 poles; thence S  $\frac{1}{2}$  W 1 poles; thence S 77 W 7.72 poles to a stake; thence S 4 E 65.24 poles to a stone in the south branch of Bull Run Creek; thence S 63  $\frac{1}{2}$  W 8.84 to a stone corner to John T. Brock; thence S 61 W 10 poles; thence S 47 W 12 poles to the beginning, containing 36 acres and 8 poles of land.

Tract 4. A certain tract or parcel of land adjoining the tract above described and bounded as follows: Beginning at a stone corner to the S. W. Brock land and Emily D. Oliver line, S 88  $\frac{1}{2}$  W 16 poles to a stake in Bull Run Creek; thence up the same N 24 E 8 poles to a stake, black locust pointer in John T. Brock's line; thence departing from said creek N 73  $\frac{3}{4}$  E 13.5 poles to a stake in the pike; thence S 6  $\frac{3}{4}$  E 10.5 poles to the beginning, containing 2 roods and 25 square poles of land.

Tract 5. A certain tract or parcel of land adjoining the tracts above described, and bounded as follows: Beginning at a stake in the branch, black locust pointer thence up the same N 24 E 6 poles; thence N 18 W 11.16 poles; thence N 32  $\frac{1}{2}$  E 7.82 poles; thence N 24  $\frac{1}{2}$  W 3 poles; thence east to a stake in center of Allensville pike, corner to Sylvester Dixon; thence along the center of same and with said Dixon's line to a stake in the line of W. A. Oliver containing 1 acre more or less of land.

Tract 6. A certain tract of land situated in Clark County, Kentucky, adjoining the lands above described and bounded as follows: Lot "A" in the report of survey of S. W. Brock's land on file in suit of S. W. Brock's assignee vs. S. W. Brock and C. and beginning at a stone on the Allensville turnpike road corner to Wm. Oliver; thence with his line S 6  $\frac{1}{2}$  E 133 poles to a

stake on the bank of the Kentucky River; thence up the river binding on the north bank N 80 E 50 poles to a stake on the river, corner to Mrs. Susan Wilcoxson; thence with her line N 6 ½ W 133 poles to a stone on the pike; thence with same binding on the center N 84 ½ W 11 poles; thence S 77 W 39.4 poles to the beginning, containing 42 acres, 3 roods and 30 square poles of land.

Tracts 7 and 8. All the right, title and interest of first parties in and to a certain tract or parcel of land situated in Clark County, Kentucky, on the waters of Bull Run Creek and bounded and described as follows: Beginning at a line on the east fork of Bull Run Creek; thence S 13° E 31.6 poles to a sugar tree, marked fore and half; thence S 29° W 13.3 poles to a small blue ash tree, corner to Joel Oliver's heirs; thence S 31° W 42 poles to a large beech tree marked fore and half; thence S 39° E 14 poles to a stake in John Martin's line; thence with the division line N 21 ½° E 83 poles to the beginning, containing fifty acres of land, more or less.

Also a certain tract or parcel of land situated in the County of Clark and State of Kentucky and bounded and described as follows: Adjoining the tract above described, and bounded on the north by the lands of Henry Wright's widow; on the east by the lands of Asa Brock; on the south by Bull Run Creek and the tract above described and on the west by the Charles Oliver tract of land, now owned by J. M. Stevenson and Haggard, and containing 23 acres, more or less.

Being the same property conveyed from Leoff Curtis, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 22, 1979, and recorded in Deed Book 240, Page 50, Clark County Clerk's Office.

Tract SM-27

Beginning at a post corner to Asa Kidd and Ira Haggard; thence along Asa Kidd's line N 15°00' E 254 feet to a locust tree; thence N 2°30' W 1435 feet to a post corner to Hignite and Goolman; thence along same S 79°30' W 692 feet; thence S 81°00' W 508 feet to post; thence S 8°00' E 252 feet to post corner to same; thence S 83°30' W 444 feet to post in Hignite's line and corner to Ora Haggard; thence along Haggard's line S 4° 10' E 485 feet; thence 6° W 970 feet to post corner to Ora Haggard and Booth and Ira Haggard; thence along Ira Haggard's line N 82° 30' E 981 feet to walnut tree; thence N 86° 30' E 130 feet to walnut tree; thence N 80° 30' E 326 feet to oak tree; thence N 64° 30' E 161 feet to a walnut tree; thence N 78° 10' E 91 feet to the place of beginning, containing 60.861 acres.

Being the same property conveyed from Beulah Barnett, et al, to East Kentucky Power Cooperative, Inc. by Deed dated May 29, 1979, and recorded in Deed Book 241, Page 214, Clark County Clerk's Office.

Tract SM-28

Tract 1A. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester near the waters of Bull Run Creek, on the north side of the Allensville-Red River Road and being more particularly described as follows: Beginning at a P.K. nail in the center of the Red River Road, thence leaving said road with an existing fence;

1. North 84°24' West and 231.70' to an iron pin;
2. South 88°37' West and 55.92' to an iron pin;
3. South 68°22' West and 180.75' to an iron pin;

4. South 74°11' West and 108.34' to an iron pin;
5. North 66°22' West and 98.50' to an iron pin;
6. North 60°02' West and 434.04' to an iron pin;
7. South 09°52' West and 15.08' to an iron pin;
8. North 87°34' West and 251.97' to an iron pin; Corner to Elwood Devary (formerly) new East Ky RECC, thence with the division line fence;
9. North 04°34' East and 562.02' to an iron pin;
10. North 84°58' East and 244.52' to an iron pin;
11. South 68°37' East and 331.62' to an iron pin;
12. South 67°18' East and 946.22' to an iron pin;
13. South 12°21' West and 104.82' to a P.K. nail in the centerline of Red River Road, thence meandering with the centerline of said road;
14. South 59°24' West and 61.92' to a P.K. nail;
15. South 49°07' West and 59.76' to a P.K. nail;
16. South 39°03' West and 59.59' to a P.K. nail;
17. South 30°59' West and 62.58' to the beginning containing 16.80 +/- acres.

Tract 1C. A certain tract of land located in Clark County, Kentucky approximately 12 +/- miles south east of Winchester on the waters of Bull Run Creek on the North side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road thence leaving said road;

1. North 05°20' East and 275.30' to an iron pin; in the division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky. RECC, thence with the fence;
2. South 65°24' East and 55.78' to an iron pin;
3. North 65°42' East and 301.38' to an iron pin;
4. North 79°57' East and 86.42' to an iron pin;
5. South 88°25' East and 513.06' to an iron pin;
6. North 01°34' East and 535.56' to an iron pin;
7. North 08°57' East and 69.90' to an iron pin; Corner to Tract 1B thence with the division line of this tract and Tract 1B;
8. North 74°55' East and 335.91' to an iron pin w/steel post;
9. South 17°29' West and 320.01' to an iron pin w/steel post;
10. South 58°33' East and 47.22' to an iron pin w/steel post;
11. North 72°49' East and 50.08' to an iron pin w/steel post;
12. North 46°56' East and 96.99' to an iron pin w/steel post;
13. North 63°12' East and 205.58' to an iron pin w/steel post;
14. North 70°57' East and 396.18' to an iron pin w/steel post;
15. South 46°16' West and 431.17' to an iron pin w/steel post;
16. South 18°19' West and 441.56' to an iron pin w/steel post;
17. South 24°38' East and 280.11' to an iron pin w/steel post;
18. South 66°32' West and 623.92' to an iron pin;
19. South 19°51' West and 279.47' to a P.K. nail in the centerline of Allensville-Red River Road, thence meandering with the centerline of said road;
20. North 80°02' West and 98.56' to a P.K. nail;
21. North 86°12' West and 67.34' to a P.K. nail;
22. North 78°23' West and 46.08' to a P.K. nail;
23. North 60°26' West and 40.35' to a P.K. nail;

24. North 48°49' West and 119.21' to a P.K. nail;
25. North 59°24' West and 45.02' to a P.K. nail;
26. North 65°27' West and 75.85' to a P.K. nail;
27. North 57°01' West and 65.82' to a P.K. nail;
28. North 52°51' West and 138.09' to a P.K. nail;
29. North 58°44' West and 133.92' to a P.K. nail;
30. North 61°42' West and 76.70' to a P.K. nail;
31. North 70°44' West and 73.66' to a P.K. nail;
32. North 81°05' West and 60.83' to the beginning containing 27.32+/- acres.

Tract 1D. A certain tract of land located in Clark County, Kentucky approximately 12+/- miles south east of Winchester, on the waters of Bull Run Creek, on the north side of Allensville-Red River Road and being more particularly described as follows:

Beginning at a P.K. nail in the center of Allensville-Red River Road, thence leaving said road with an existing division line fence between this tract and the lands of Elwood Devary (formerly) now East Ky RECC,

1. North 04°14' West and 49.80' to an iron pin;
2. North 53°48' East and 31.79' to an iron pin;
3. North 20°34' East and 68.35' to an iron pin;
4. North 00°32' West and 52.33' to an iron pin;
5. North 15°56' West and 60.85' to an iron pin;
6. North 27°29' East and 97.16' to an iron pin;
7. North 14°31' East and 63.85' to an iron pin;
8. North 40°17' East and 36.79' to an iron pin;
9. South 86°17' East and 252.58' to an iron pin;
10. South 61°08' East and 206.81' to an iron pin;
11. South 51°14' West and 102.46' to an iron pin;
12. South 67°00' West and 202.93' to an iron pin;
13. South 01°07' East and 133.91' to a P.K. nail in the center of Allensville-Red River Road thence meandering with the centerline of said road,
14. South 86°13' West and 23.17' to a P.K. nail;
15. South 84°39' West and 260.52' to the beginning containing 3.07+/- acres.

Tract No. 2. A certain tract or parcel of land situated in Clark County, Kentucky, being Lot No. 4 in the division of the lands of Aaron Chambers, and beginning at a point in the Allensville (Winchester and Red River) turnpike road, and in the division line between Lots 3 and 4; thence along the pike S 85 W 290.7 feet; thence along the pike S 39 05' W 552 feet to a corner to W. F. Skinner; thence S 13 05' W 1798 feet to an old white oak stump; thence S 78 25' E 501 feet to a stone, the division line between Lots 3 and 4; thence along the division line N 31 05' E 2366.5 feet to the place of beginning, containing 25.566 acres of land.

Tract No. 3. A certain tract or parcel of land in Clark County, adjoining Tract No. 2, above described and bounded as follows: Beginning at a stone on the south side of the Winchester and Red River pike, corner to Aaron Chambers; thence S 86 35' W 380 feet; thence S 80 W 364 feet; thence S 6 W 220 feet; thence S 75 30' W 277 feet; thence S 9 E 204 feet; thence S 49 20' E 683 feet; thence N 13 05' E 605 feet; thence N 39 30' E 542 feet to the place of beginning, containing 11 acres and 1 rood of land.

Tract No. 4. A certain tract or parcel of land situated in Clark County, Kentucky, and being Lot No. 3 on the plat of the division of the lands of Lizzie Chambers, deceased, and beginning on the division line of Lots Nos. 2 and 3; thence N 56 0' W 80.8 feet to a point; thence N 81 10' W 233 feet; thence S 85 0' W 161.3 feet to division line between Lots Nos. 3 and 4; thence Leaving the pike and along division line S 13 5' W 2366.5 feet to a stone corner to Lot No. 3; thence S 78 25' E 267 feet to a stone; thence N 76 50' E 100 feet to stone, division line between Lots Nos. 2 and 3; thence along division line N 13 5' E 2372.4 feet to the place of beginning, containing 25.566 acres of land, more or less.

Being the same property conveyed from Dewey Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 14, 1979, and recorded in Deed Book 241, Page 95, Clark County Clerk's Office.

Tract SM-29

All that certain tract or parcel of land lying and being in the County of Clark, State of Kentucky situated about 15 miles southeast of Winchester, Kentucky on the north side of Red River Road and on the waters of Bull Run Creek, a tributary of the Kentucky River and being Parcel No. 2 on the plat of lands of Dewey Barrett and Laura Barrett of record in Plat Book 3, page 36 in the Clark County Court Clerk's Office. Said parcel of land is more particularly described as follows: BEGINNING at a point in the center of Red River Road opposite a set stone on north side of said road common to Dewey Barrett and Tract No. 4 of said Barrett; thence N 04° E 134.1 feet crossing a branch and a drain to a set stone on north edge of said drain; thence N 72° 07' E 203.0 feet crossing said drain to a set stone on southeast edge of said drain; thence N 57° 48' E 103.0 feet crossing said drain to a fence post corner common to Dewey Barrett and Elwood Devary; thence S 10° 49' W 275.1 feet crossing said drain to a point in center of Red River Road opposite a 12" black walnut on north side of said road common to Dewey Barrett and said Tract No. 4 of Barrett's; thence with center of Red River Road N 82° 13' W 83.8 feet; thence N 86° 53' W 155.0 feet to the place of beginning, containing an area of 1.10 acres more or less.

Being the same property conveyed from Clyde Douglas Barrett, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated March 23, 1979, and recorded in Deed Book 240, Page 113, Clark County Clerk's Office.

Tract SM-30

A certain tract of land located generally in Clark County, Kentucky, at the end of the Midway Road and being located on the west side of the L&N Railroad and more particularly described as follows:

Beginning at a point located in the R/W of the L&N Railroad and the centerline of the old Midway Road, thence with the center of the old road bed and the division line of Goolman and Stone

1. South 43°16' West and 146.39 feet; thence
2. South 46°45' West and 292.66 feet; thence
3. South 88°05' West and 56.71 feet; thence
4. North 73°12' West and 255.31 feet; thence

5. North 86°23' West and 191.01 feet; thence
6. North 65°15' West and 282.76 feet; thence
7. North 70°33' West and 142.56 feet; thence
8. North 49°41' West and 150.35 feet; thence
9. North 57°04' West and 211.23 feet; thence
10. North 82°46' West and 117.87 feet; thence
11. North 63°54' West and 192.40 feet; thence
12. North 52°46' West and 156.92 feet; thence
13. North 72°26' West and 328.55 feet; thence
14. North 57°46' West and 86.40 feet; thence
15. North 28°10' West and 114.62 feet; thence
16. North 02°38' West and 276.32 feet; thence
17. North 03°43' West and 208.03 feet; thence
18. North 18°59' East and 192.37 feet; thence
19. North 08°50' East and 177.57 feet to a 12" Maple, said point common to Stone and Tract 1, thence leaving the center of said road, corner to Stone, and with the division line of Tract 1
20. North 47°55' East and 258.64 feet to a 26" Elm, thence
21. North 61°44' East and 94.22 feet to a iron pin, thence
22. North 72°03' East and 93.91 feet to a iron pin, thence
23. North 80°33' East and 152.69 feet to a iron pin, thence
24. South 86°23' East and 222.44 feet to a fence post, thence
25. North 42°53' East and 164.56 feet to a fence post, thence
26. North 50°24' East and 169.02 feet to a fence post, thence
27. North 68°01' East and 79.56 feet to a fence post, thence
28. South 65°00' East and 209.66 feet to a point in the west R/W of L&N Railroad, thence with the R/W of the Railroad
29. South 02°58' West and 456.12 feet; thence
30. South 16°03' East and 488.68 feet; thence
31. South 30°06' East and 332.96 feet; thence
32. South 38°35' East and 170.40 feet; thence
33. South 44°24' East and 167.22 feet; thence
34. South 52°01' East and 311.36 feet; thence
35. South 56°06' East and 353.82 feet to the beginning containing 60.63 acres more or less.

Being the same property conveyed from Woodrow Crow, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated April 24, 1979, and recorded in Deed Book 240, Page 465, Clark County Clerk's Office.

Tract SM-31

Tract One. A certain tract of land situated in Clark County, Kentucky on the waters of Cotton's Branch, to-wit: Beginning at a stone corner to Lot 1, thence East 547 feet with John Brock's line to stone in said John Brock's line; thence North with an agreed line 550 feet to an oak tree in A. N. Bush's line; thence West with his line 680 feet to a stone corner in Hampton's line; thence South with Hampton's line 355 feet to a stone corner to Lot #1; thence East 100 feet to a stone corner to Lot #1; thence South E 275 feet to a stone corner to Lot #1; thence South 124 feet to the beginning containing five (5) acres, more or less, of land. This being Lot #2 in the division of the lands of George H. Osborne, deceased, and devised to his heirs by Will dated November 8<sup>th</sup>, 1889 and of record in the County Clerk's Office of Clark County, Kentucky in Will Book 2, Page 94.

Tract Two. A certain tract of land situated in Clark County, Kentucky, on Cotton Branch, and bounded as follows: Beginning at a stone corner in Hampton old line on the south side of the branch; thence East 131 feet to a stone corner to Racy Wright; thence North 100 feet, more or less to a stone in Lot No. 2 of the division of the lands of George H. Osborne; thence in a northwesterly direction 275 feet to a stone, corner to Lot No. 2; thence West 100 feet, more or less, to a stone corner in Hampton line; thence south with said Hampton's line to the beginning, containing one acre more or less, and being Lot No. 1 in said division.

Being the same property conveyed from Oliver M. Chism, et al, to East Kentucky Power Cooperative, Inc. by Deed dated February 15, 1979, and recorded in Deed Book 239, Page 541, Clark County Clerk's Office.

Tract SM-32

A certain tract or parcel of land lying and being in Clark County, Kentucky, on Upper Howards Creek and bounded and described as follows, to-wit:

Beginning in center of branch road, corner to Asa Kidd; thence up said road N 54° E 333 feet; thence N 60° E 230 feet; thence N 83° E 180 feet; thence N 89° 50' E 84 feet; thence N 79° E 218 feet; thence N 78° 25' E 110 feet; thence N 89° E 371 feet; thence N 88° 15' E 273 feet; thence S 79° 40' E 951 feet to corner to Goolman; thence along his line S 26° 15' E 100 feet; thence S 15° 15' E 245 feet; thence S 36° 30' E 256 feet to a stone corner to Mrs. Curtis; thence down branch S 32° 10' W 300 feet; thence S 45° 15' W 236 feet; thence S 33° 30' W 240 feet; thence S 29° 15' W 191 feet to tree, corner to J. W. Goolman; thence along his line N 7° W 141 feet to sugar tree; thence N 58° 45' W 784 feet to walnut tree; thence N 84° W 1355 feet to a stone corner to J. W. Goolman; thence N 22° 45' W 250 feet; thence N 19° 15' W 140 feet; thence N 18° 15' W 160 feet to the place of beginning, containing approximately 61 acres of land.

Being the same property conveyed from Melvin Agee, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated December 20, 1978, and recorded in Deed Book 239, page 170, Clark County Clerk's Office.

336. All that tract of property comprising the site of the East Kentucky Power Cooperative, Inc. Headquarters complex and being more particularly described as follows:

Tract H-1

All of that certain tract or parcel of land situated in Clark County, Kentucky, on the Winchester-Lexington Turnpike, U.S. Highway #60, about 4-1/2 miles west from Winchester, and more particularly bounded and described as follows:

BEGINNING at a point in the south property line of said tract, said property line also being the north right-of-way line of U.S. Highway #60 and said point also being forty (40) feet left (north) and opposite approximate station 114 + 08.94 of said Highway; thence running North 63°20'26" West along said right-of-way forty (40) feet left (north) and parallel to the center line of said Highway for a distance of 1153.24 feet, more or less, to a point in said right-of-way, said point being forty (40) feet left and radially opposite approximate station 102 + 55.7 of said Highway; thence continuing in a north-

westerly direction along said right-of-way line forty (40) feet from and parallel to a 1° curve on the center line of said Highway for a distance of 547.16 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and radially opposite approximate station 97 + 12.4 of said Highway; thence running North 68°46'26" West along said right-of-way forty (40) feet from a parallel to the center line of said Highway 144.9 feet, more or less, to a point in said right-of-way, said point also being forty (40) feet left and opposite approximately station 95 + 67.5 of said Highway, and said point also being in the west property corner between the parties of the first part herein and the property now owned by the Lizzie Van Meter heirs; thence running North 0°58'34" East along said property line 2172.5 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running South 87° 40' 26" East along said property line 645 feet, more or less, to a point in said property line, said point also being a corner to said Lizzie Van Meter heirs; thence running North 4° 52' 34" East along said property line 1146 feet, more or less, to a point in said property line, said point also being in the south right-of-way line of Interstate Highway I-64, and said point further being 130 feet right (south) and radially opposite approximate station 558 + 97 of said Highway; thence running southeasterly along said right-of-way line 130 feet right (south) and parallel to a 0° 30' curve on center line of said Highway for a distance of 695 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 566 + 00 of said Highway; thence running South 62° 13' 01" East along said right-of-way line for a distance of 691.95 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and radially opposite approximate station 573 + 00 of said Highway; thence running southeasterly along same said right-of-way line 130 feet right and parallel to a 0° 30' curve on the center line of said Highway for a distance of 578.66 feet, more or less, to a point in said right-of-way line, said point also being 130 feet right and opposite approximate station 578 + 85.30 of said Highway; thence running South 57° 32' 26" East along said right-of-way for a distance of 660.4 feet, more or less, to a point in said right-of-way, said point also being a corner to the parties of the first part herein and that of the property formerly owned by J. Scott Judy; thence running South 10° 22' 34" West along said property line 230 feet, more or less, to a point in said property line, said point also being corner to property formerly owned by J. Scott Judy; thence running South 28° 57' 34" West along said property line 2950 feet, more or less, to the point of beginning, containing 179 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Earl L. Boyles and Margaret K. Boyles, husband & wife, by deed dated September 30, 1965, and recorded in Deed Book 175, Page 594; and from H. L. Spurlock and his wife, Ida Spurlock, by deed dated May 15, 1974, and recorded in Deed book 214, Page 104, both documents of record in the Clark County Clerk's Office.

#### Tract H-2

Beginning at a point (corner fence post) in the north right of way line of U.S. Highway #60 and said point also being 40 feet left (north) and opposite approximate highway station 107 + 02.94, said point also bears North 63°20'26" West 706 feet more or less of a property corner between the lands of East Kentucky Rural Electric Cooperative Corporation and Scott Judy; thence running North 20°09'04" East a distance of 628 feet more or less to a point (iron pin); thence running North 69°50'56" West a distance of

172.90 feet more or less to a point (iron pin); thence running South 21°30'09" West a distance of 606.50 feet more or less to a point (iron pin); said point also being in the north right of way line of U.S. Highway #60 and being 40 feet left (north) and opposite approximate highway station 105 + 14.74; thence running South 63°20'26" East along said Highway right of way 40 feet left and parallel to the center line of said Highway for a distance of 188.20 feet more or less to the point of beginning, and containing 2.552 acres more or less.

Being the same property conveyed from H. L. Spurlock, et ux, to East Kentucky Power Cooperative, Inc. by Deed dated May 15, 1974, and recorded in Deed Book \_\_\_\_, Page \_\_\_\_, Clark County Clerk's Office.

337. All that tract of property known as the William C. Dale Electric Generating Plant, located at Ford, Kentucky, the parcels of which are more particularly described as follows:

Tract D-1

Tract No. 1. Beginning at a point in Coleman Kindred's line, said point being N 5-22 E 29.7 feet from a large elm tree; thence with said Coleman Kindred's line S 62-42 E 346 feet to a fence post corner to Morris Amster; thence with said Amster's line S 5-23 E 594 feet to an angle in said line; thence with same S 5-22 W 321 feet to a point at the intersection of lots 11 and 12 of the Asher Lumber Company Addition; thence with the line of said Addition S 41-50 W 912 feet to an iron pin in the center of the road leading from Ford to Boonesborough; thence with the average center of said road N 0-19 E 50 feet; N 31-13 E 398.5 feet; N 14-05 E 153.5 feet N 5-50 E 562.7 feet; N 6-47 W 197 feet; N 15-38 W 224 feet; N 3-03 W 247 feet to an iron pin the center of the road corner to Alex Vaughn and Coleman Kindred; thence said Kindred's line S 83-23 E 77.5 feet to the beginning, containing 10.18 acres.

Tract No. 2: Beginning at iron in the center of the road leading from Ford to Boonesborough corner to Coleman Kindred and Alex Vaughn; thence with said Vaughn's line N 83-23 W 184 feet to a point in the flow and at the river when the water is 9/10 feet deep on the dam; thence up the river with said flow line S 27-20 W 417 feet; S 34-40 W 389 feet S 27-20 W 282.5 feet; S 38-55 W 250 feet; S 26-08 W 194.6 feet; S 13-15 W 230 feet S 4-03 W 386 feet S 2-36 W 211.5 feet S 13-08 E 477.5 feet to a point 55 feet from the center line of the L & N Railroad and on the North side thereof; thence parallel with said center line 55 feet therefrom N 78-30 E 584.5 feet N 79-00 E 87.5 feet N 83-12 E 137 feet; thence S 6-48 E 5.0 feet; thence parallel with said center line and 50 feet therefrom S 87.45 E 124 feet to a point in said right of way line and corner to Florence Howard; thence departing from the railroad and with the line of Florence Howard N 20-05 W 150 feet N 58-00 E 55 feet to an iron pin the street line; thence N 20-15 W 531.2 feet to an iron pin in the center of the road leading from Ford to Boonesborough and corner to tract number one; thence with the line of tract No. 1 said line being the average center of the road to Boonesborough; N 0-19 E 50 feet N 31-13 E 398.5 feet N 14-05 E 153.5 feet N 5-50 E 562.7 feet N 6-47 W 197 feet N 15-38 W 224 feet; N 3-03 W 247 feet to the beginning, containing 43.98 acres.

Being the same property conveyed to East Kentucky RECC from Russell Grant, as Special Commissioner of the Clark County Court for and on behalf of Florence Howard by Deed dated November 20, 1951 and recorded in Deed Book 143, Page 101.

Tract D-2

Also, being the following described real estate in or near Ford, Clark County, Kentucky, on the west side of the Ford-Boonesboro Road and on the north side of the L. & N. right-of-way, more particularly described as follows (new survey):

Beginning at an iron pipe in the west margin of the Ford and Boonesboro Road in the line of East Kentucky Rural Electric Cooperative Corporation; thence with the said margin of said road S 35 43 E 80.4 feet to a fence post; thence S 22 43 E 91.9 feet to a fence post; thence S 00 29 W 57.5 feet to a stake in the said margin of said road in the north right-of-way fence of the L. & N. Railroad; thence N 82 06 W 68.4 feet to a stake in said right-of-way fence, a corner to East Kentucky Rural Electric Cooperative Corporation; thence with said Corporation N 19 59 W 152.2 feet to a stake; thence N 58 06 E 55 feet to an iron pipe; thence N 20 09 W 27.8 feet to the place of beginning, containing 0.30 acres, more or less.

Being the same property conveyed to East Kentucky RECC from Florence Howard, widow by Deed dated December 12, 1951, and recorded in Deed Boo 143, Page 188, Clark County Court Clerk's Office.

Tract D-3

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Virgil McClanahan, Ollie B. Warner and George Holland, Trustees of the Free Pentecost Church of Riverside dated October 3, 1952 and recorded in Deed Book 144, Page 611;

Tract D-4

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from E. M. Vanderpool and Lora Vanderpool, his wife, dated October 3, 1952 and recorded in Deed Book 145, Page 83;

Tract D-5

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Ida M. Maupin, unmarried, dated October 3, 1952 and recorded in Deed Book 144, Page 610;

Tract D-6

Also, that property conveyed by and described in that Indenture to East Kentucky RECC from Robert Thompson, John Nickels and Watson Warner, Trustees of the Christian Church of Ford, dated January 23, 1954 and recorded in Deed Book 147, Page 319.

Tract D-7

Also, a tract or parcel of land at Ford, in the County of Clark, State of Kentucky, and being more particularly described as follows:

Beginning at a point in Grantor's north right of way line, fifty six and three tenths (56.3) feet northwardly along a radial line from a point in the center line of the southbound main track of the Cincinnati Division, formerly the Kentucky Division of the railroad of the Grantor at Valuation Station 5644/31, which point is one hundred forty and nine tenths (140.9) feet measured eastwardly along said center line of southbound main track from Mile Post 107 from Cincinnati, Ohio; thence eastwardly along Grantor's north right of way line a distance of two hundred forty six and five tenths (246.5) feet to a point opposite Valuation Station 5640/48; thence southwardly along Grantor's right of way line a distance of five (5) feet to a point; thence eastwardly along said Grantor's north right of way line a distance of eighty three (83) feet to a point, said point being seventy four and three tenths (74.3) feet northwardly along a radial line from a point in said center line of southbound main track at Valuation Station 5639/69; thence westwardly a distance of two hundred twenty seven (227) feet to a point, thirty five and eight tenths (35.8) feet northwardly along a radial line from a point in said center line of southbound main track; thence in a northwesterly direction turning an angle of  $71^{\circ} 25'$  to the right a distance of eighteen and two tenths (18.2) feet to a point; thence westwardly turning an angle of  $76^{\circ} 34'$  to the left a distance of one hundred sixty one (161) feet to a point, thirty four and nine tenths (34.9) feet northwardly along a radial line from a point in said center line of southbound main track; thence northwestwardly turning an angle of  $17^{\circ} 10'$  to the right a distance of eighty five (85) feet to the point of beginning, containing twenty four hundredths (0.24) acre, more or less.

Being the same property conveyed to East Kentucky RECC from Louisville & Nashville Railroad Company by Deed dated December 28, 1956, and recorded in Deed Book 202 at page 86.

Tract D-8

Also, all that part of a certain tract or tracts of land lying on the south side of the Ford Four Mile Road and being in Clark County, at Ford, Kentucky, and being more particularly described as follows, to-wit:

Beginning at a point in the centerline of the Ford-Four Mile Road and said point being directly opposite the north gatepost in the property line between the party of the first part and the property now owned by Troy E. Childers and Henry Wrenn, and said point further being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running  $S 57^{\circ} 48' E$  along the centerline of the Ford-Four Mile Road for a distance of 326.8 feet more or less, to a point in the centerline of said road; thence, continuing along the centerline of the same said road  $S 79^{\circ} 40' E$  69.0 feet; thence,  $N 80^{\circ} 08' E$  71.2 feet, thence,  $N 58^{\circ} 22' E$  228.0 feet; thence,  $N 52^{\circ} 57' E$  196.0 feet; thence,  $N 44^{\circ} 51' E$  128.0

feet; thence, N 38° 50' E 742.0 feet; thence, N 36° 01' E 416.0 feet, thence N 32° 53' E 187.0 feet; thence, N 35° 09' E 646.0 feet; thence, N 38° 44' E, a distance of 173.7 feet to a point in the centerline of the same Ford-Four Mile Road and said point also being directly opposite the north headwall of an existing culvert under said road; thence, running S 53° 52' E, a distance of 60.0 feet, more or less, to a point in the low waterline of the Kentucky river; thence, running downstream along said low waterline S 42° 35' W, a distance of 179.1 feet to a point in said low waterline; thence, continuing downstream along the same said low waterline of the Kentucky River S 35° 57' W 644.6 feet; thence, S 30° 29' W 189.6 feet; thence, S 32° 53' W 420.0 feet; thence, S 38° 52' W 749.1 feet; thence, S 44° 32' W 138.0 feet; thence, S 43° 48' W 463.8 feet; thence, S 47° 02' W 292.7 feet; thence, S 56° 57' W 304.8 feet; thence, S 66° 11' W 163.8 feet; thence S 86° 12' W 165.0 feet; thence, N 75° 43' W 84.1 feet; thence, N 61° 21' W 276.9 feet, thence, N 47° 29' W 366.5 feet; thence, continuing downstream along the same said low waterline of the Kentucky River, N 33° 49' W for a distance of 284.4 feet, more or less, to a point in said low waterline and said point also being a point in the south right-of-way line of the Louisville & Nashville Railroad Company and said point further being 306.6 feet from (south) and at right angles (90°) to the centerline of said Louisville & Nashville Railroad Company's northbound main track at location Station 5646+07.9; thence, running N 65° 43' E along the south right-of-way line of the Louisville & Nashville Railroad Company for a distance of 160.2 feet to a point in said right-of-way line; thence, running N 64° 40' E along same said right-of-way line, a distance of 574.0 feet, more or less, to a point in said right-of-way line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by Troy E. Childers and Henry Wrenn; thence, running S 36° 42' E along the property line of said Childers and Wrenn for a distance of 353.9 feet, more or less, to a point in said property line; thence, continuing along same property line S 40° 21' E a distance of 57.5 feet to a point in said property line, and said point also being a corner common to the property now owned by the party of the first part and to the property now owned by the same said Childers and Wrenn; thence, running N 44° 45' E along said property line 202.5 feet, more or less, to the point of beginning; containing 22.93 acres, more or less.

Excepted from the above described tract of land are two (2) strips of land totaling approximately 1.12 acres for roadway purposes for a total area of approximately 21.81 acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Delena Rowland, an unmarried woman, by Deed dated September 21, 1974, and recorded in Deed Book 216 at page 464.

#### Tract D-9

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, and said parcel being more particularly described as follows, to wit:

Beginning at a railroad spike in the center of the Ford and Four Mile Road a corner to Ray Rowland; thence with center of said road N 43° 21' W 91.6 feet to a railroad spike; thence N 17° 15' W 103.4 feet to a railroad spike in the center of said road, a corner to L & N Railroad Company; thence with said Railroad S 84° 39' W 206.1 feet to a point in

the fence thence S 75° 40' W 30.6 feet to a stake in the fence, a corner to Ray Rowland in the line of the Railroad; thence with said Rowland S 32° 40' E 348.7 feet to a point in the fence; thence S 34° 45' E 56.5 feet to a fence post; thence N 50° 13' E 198.3 feet to the place of beginning, containing an area of 1.53 acres, more or less.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Troy E. Childers, et al by Deed dated June 27, 1975, recorded in Deed Book 219, Page 692. There is excepted from the above described property that property conveyed by East Kentucky Rural Electric Cooperative Corporation to the Commonwealth of Kentucky for the use and benefit of the Department of Highways by Deed dated September 9, 1965 and recorded in Deed Book 175, Page 507.

#### Tract D-10

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

A certain house and store building located in the town of Ford, Clark County, Kentucky, and Lots 4, 5, 6, 7 and 8 in Block 1 of the Asher Lumber Company Addition as of record in the Clark County Court Clerk's office in Deed Book 57, pages 554 and 545.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from Darrell Estes, et ux, by deed dated May 14, 1993, and recorded in Deed Book 313, page 694.

#### Tract D-11

Also, the following described real estate lying and being near Ford, Clark County, Kentucky, said parcel being more particularly described as follows:

Beginning at an iron pin in the existing right-of-way of CSX Transportation, Inc. (formerly L&N Railroad), located South 86°17'37" East 85.00 feet from a point 56.3 feet north of and perpendicular to south bound station 5644+31 and corner to East Kentucky Power Cooperative Corporation, thence with the existing right-of-way and East Kentucky Power Cooperative Corporation;

North 76°32'23" East 161.00 feet to an iron pin, thence;

South 26°53'40" East 18120 feet to an iron pin, thence;

North 81 41'23" East 227.00 feet to an iron pin, thence;

With a curve to the right, having a radius of 1005.366 feet, a length of 189.877 feet and a chord of South 78°44'23" East 189.59 feet to an iron pin in the existing right-of-way of Ford Road, twenty feet from the average center, thence leaving East Kentucky Power Cooperative Corporation with CSX Transportation, Inc. and the right-of-way of Ford Road twenty feet from the average center;

South 11 21'28" East 28.13 feet to an iron pin, 30 feet north of average centerline of CSX Transportation Track #634;

A curve to the left, having a radius of 2028.90 feet, a length of 152.858 feet, and a chord of North 83°51'53" West 152.82 feet to an iron pin, thence;

North 85°49'25" West 97.68 feet to an iron pin, thence;

A curve to the left, having a radius of 1303.57 feet, and length of 331.826 feet, and a chord of South 86°41'04" West 330.93 feet to an iron pin, thence;

North 10 36'21" West 6.35 feet to the beginning, containing 0.34± acres.

Being the same property conveyed to East Kentucky Power Cooperative, Inc. from CSX Transportation, Inc. by deed dated January 4, 1994 and recorded in Deed Book 319 at page 315.

All deeds conveying Tracts D-1 through Tract D-11 are of record in the Clark County Clerk's Office.

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C. The accounts, contract rights and general intangibles referred to in Paragraph IV of the Granting Clause include, but are not limited to, the following:

1. WHOLESALE POWER CONTRACTS BETWEEN THE MORTGAGOR AND MEMBER COOPERATIVES

<u>Cooperative</u>	<u>Date of Original Contract</u>	<u>Amendment Number and Date</u>
Big Sandy RECC	10/01/64	#1 - 11/12/76 #2 - 03/14/80 Supp. - 07/17/99 #3 - 10/17/03
Blue Grass ECC	10/01/64	#1 - 12/03/76 #2 - 04/01/80 Supp. - 07/16/99 #3 - 10/16/03
Clark EC	08/25/64	#1 - 11/23/76 #2 - 03/25/80 Supp. - 08/25/99 #3 - 10/17/03
Cumberland Valley E	10/01/64	#1 - 11/18/76 #2 - 03/13/80 Supp. - 07/16/99 #3 - 11/11/03
Farmers RECC	10/01/64	#1 - 12/03/76 #2 - 03/13/80 Supp. - 08/21/99 #3 - 10/23/03
Fleming-Mason EC	10/01/64	#1 - 11/11/76 #2 - 03/13/80 Supp. - 07/31/99 #3 - 11/13/03
Fox Creek RECC	10/01/64	#1 - 11/02/76 #2 - 03/13/80

Grayson RECC	10/01/64	#1 - 12/03/76 #2 - 03/28/80 Supp.- 07/31/99 #3 - 11/21/03
Harrison RECC	10/01/64	#1 - 12/03/76 #2 - 03/21/80 Supp.- 08/26/99 #3 - 11/21/03
Inter-County ECC	10/01/64	#1 - 11/01/76 #2 - 03/31/80 Supp.- 07/10/99 #3 - 10/14/03
Jackson EC	10/01/64	#1 - 12/03/76 #2 - 03/14/80 Supp.- 08/14/99 #3 - 11/14/03
Licking Valley RECC	10/01/64	#1 - 12/03/76 #2 - 03/20/80 Supp.- 07/16/99 #3 - 10/16/03
Nolin RECC Owen RECC	10/01/64	#1 - 11/03/76 #2 - 03/14/80 Supp.- 07/20/99 #3 - 11/05/03
Owen EC	10/01/64	#1 - 10/28/76 #2 - 03/21/80 Supp.- 07/23/99 #3 - 10/23/03
Salt River ECC	10/01/64	#1 - 11/01/76 #2 - 03/27/80 Supp.- 07/22/99 #3 - 10/17/03
Shelby EC	10/01/64	#1 - 10/28/76 #2 - 03/27/80 Supp.- 07/23/99

		#3 - 10/23/03
South Kentucky RECC	10/01/64	#1 - 10/21/76
		#2 - 03/20/80 -
		Supp.- 08/13/99
		#3 - 11/13/03
Taylor County RECC	10/01/64	#1 - 11/05/76
		#2 - 03/07/80
		Supp.- 07/02/99
		#3 - 11/06/03

2. THE CHARLESTON BOTTOMS AGREEMENTS

- (a) Construction, Operation, Maintenance and Power Sales Agreement, dated as of June 12, 1973 between the Mortgagor and Charleston Bottoms Rural Electric Cooperative Corporation.
- (b) 2% Secured Subordinated Note, dated June 19, 1973, in the principal amount of \$20,000,000 made by Charleston Bottoms Rural Electric Cooperative to the Mortgagor.
- (c) 7% Secured Subordinated Note, dated August 20, 1974, in the principal amount of \$12,500,000, made by Charleston Bottoms Rural Electric Cooperative to the Mortgagor.
- (d) Mortgage and Security Agreement, dated as of June 19, 1973, made by Charleston Bottoms Rural Electric Cooperative to the Mortgagor.



EAST KENTUCKY POWER COOPERATIVE, INC.

STATEMENT OF OPERATIONS

	<b>12 Months Ending March 31, 2005</b>
ELECTRIC ENERGY REVENUES	\$ 516,427,804
Other Operating Revenue and Income	11,697,100
<b>TOTAL OPER. REVENUE &amp; PATRONAGE CAPITAL</b>	<b>\$ 528,124,904</b>
Operating Expense-Production-Excluding Fuel	44,400,554
Operating Expense-Production-Fuel	191,935,276
Operation Expense-Other Power Supply	136,704,000
Operation Expense-Transmission	20,156,702
Operation Expense-Distribution	801,347
Operation Expense-Consumer Service & Information	4,009,202
Operation Expense-Sales	1,999,039
Operation Expense-Administrative & General	29,540,850
<b>TOTAL OPERATION EXPENSE</b>	<b>\$ 429,546,970</b>
Maintenance Expense-Production	46,780,804
Maintenance Expense-Transmission	3,903,395
Maintenance Expense-Distribution	1,345,868
Maintenance Expense-General Plant	660,974
<b>TOTAL MAINTENANCE EXPENSE</b>	<b>\$ 52,691,041</b>
Depreciation & Amortization Expense	40,857,282
Taxes	685
Interest on Long-Term Debt	57,197,583
Other Interest Expense	541,010.00
Other Deductions	1,540,242
<b>TOTAL COST OF ELECTRIC SERVICE</b>	<b>\$ 582,374,813</b>
Operating Margins	(54,249,909)
Interest Income	2,977,506
Allowance for Funds Used During Construction	17,549,000
Other Non-operating Income - Net	302,645
Other Capital Credits & Patronage Dividends	259,704
<b>NET PATRONAGE CAPITAL OR MARGINS</b>	<b>\$ (33,161,054)</b>



EAST KENTUCKY POWER COOPERATIVE, INC.

BALANCE SHEET

ASSETS

	<u>Month ending March 31, 2005</u>
UTILITY PLANT	
Total Utility Plant in Service	\$ 2,007,933,169
Construction Work in Progress	44,446,229
TOTAL	<u>\$ 2,052,379,398</u>
Accumulated Depreciation & Amortization	737,089,380
NET UTILITY PLANT	<u>\$ 1,315,290,018</u>
OTHER PROPERTY & INVESTMENTS	
Non-Utility Property - Net	820
Investments in Associated Organizations - Patronage Capital	822,638
Investments in Associated Organizations - Other General Funds	28,750,099
Other Investments	25,473,378
Special Funds	21,182,599
TOTAL OTHER PROPERTY & INVESTMENTS	<u>\$ 76,229,534</u>
CURRENT ASSETS	
Cash - General Funds	19,954
Cash - Construction Funds	500
Special Deposits	425
Temporary Investments	60,791,574
Accounts Receivable - Sale of Energy (Net)	50,295,490
Accounts Receivable - Other (Net)	1,666,005
Fuel Stock	23,370,481
Materials & Supplies - Electric & Other	28,698,498
Prepayments	2,493,413
Other Current & Accrued Assets	596,032
TOTAL CURRENT & ACCRUED ASSETS	<u>\$ 167,932,372</u>
Unamortized Debt Disc. & Extrord. Prop.Losses	784,380
Other Deferred Debits	7,337
TOTAL ASSETS	<u><u>\$ 1,560,243,641</u></u>

EAST KENTUCKY POWER COOPERATIVE, INC.

BALANCE SHEET

LIABILITIES & EQUITY

	<u>Month ending March 31, 2005</u>
MEMBERS EQUITY	
Memberships	1,600
Patronage Capital	111,125,279
Operating Margins - Current Year	52,016,953
Non-Operating Margins	(12,658,575)
Other Margins & Equity	3,571,374
TOTAL MARGINS & EQUITY	<u>\$ 154,056,631</u>
LONG-TERM DEBT	
RUS	58,462,509
Long-term Debt - FFB RUS Guaranteed	969,562,848
Long-term Debt - Other	277,508,696
TOTAL LONG-TERM DEBT	<u>\$ 1,305,534,053</u>
ACCUMULATED OPERATING PROVISIONS	47,851,573
CURRENT & ACCRUED LIABILITIES	
Accounts Payable	40,414,314
Taxes Accrued	1,559,221
Interest Accrued	1,236,655
Other Current & Accrued Liabilities	3,888,929
TOTAL CURRENT & ACCRUED LIABILITIES	<u>\$ 47,099,119</u>
DEFERRED CREDITS	\$ 5,702,265.00
<b>TOTAL LIABILITIES &amp; OTHER CREDITS</b>	<b><u><u>\$ 1,560,243,641</u></u></b>



**EAST KENTUCKY POWER COOPERATIVE, INC.**

**INDEBTEDNESS**

On page 2 of this Exhibit is a Description of Bonds Outstanding as of March 31, 2005.

All Bonds are secured by the RUS/CFC Common Mortgage.

On Pages 3 through 7 of this Exhibit are the Descriptions of Notes Outstanding as of March 31, 2005. Sick Leave Reserve of \$2,285,510 is noted as long-term debt as required by RUS accounting procedures.

**Indebtedness**

**Bonds**

<u>Type of Debt Issue</u>	<u>Amount Outstanding 3/31/2005</u>	<u>Amount Issued</u>	<u>Issuer</u>	<u>Date Issued</u>	<u>Face Value</u>	<u>Coupon Interest Rate</u>	<u>Date of Maturity</u>	<u>Interest 2004</u>
Spurlock Pollution Control Bonds	94,450,000.00	141,300,000.00	County of Mason	11/15/1984	94,450,000.00	Variable	10-15-2014	1,428,083.25
Smith Pollution Control Bonds	23,750,000.00	59,650,000.00	County of Clark	11/15/1984	23,750,000.00	Variable	10-15-2014	303,695.13
Cooper Solid Waste Disposal Bonds	9,400,000.00	11,800,000.00	County of Pulaski	12/15/1993	9,400,000.00	Variable	08-15-2023	114,712.49
<b>Total Bonds</b>		<hr/>						
		<b>127,600,000.00</b>						

Notes

<u>Type of Debt Issue</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Amount Outstanding 3/31/2005</u>	<u>Amount Issued</u>	<u>Coupon Interest Rate</u>	<u>Interest 2004</u>
National Rural Utilities Cooperative Finai	08-20-1974	11-30-2013	6,420,472.09	13,150,000.00	3.800%	244,032.07
National Rural Utilities Cooperative Finai	08-29-1984	11-10-2018	5,514,617.00	8,530,000.00	3.800%	203,554.67
National Rural Utilities Cooperative Finai	06-12-1995	12-31-2024	6,022,780.66	6,734,000.00	3.800%	219,216.05
National Rural Utilities Cooperative Finai	03-02-1998	03-02-2024	4,775,315.50	5,251,000.00	3.800%	174,059.33
National Rural Utilities Cooperative Finai	11-12-2002	07-31-2006	50,000,000.00	100,000,000.00	Variable	1,777,602.70
National Rural Utilities Cooperative Finai	11-12-2002	07-31-2006	7,145,000.00	14,290,000.00	3.400%	263,581.92
National Rural Utilities Cooperative Finai	12-01-2003	12-01-2023	50,000,000.00	50,000,000.00	Variable	862,624.64
National Rural Utilities Cooperative Finai	12-01-2003	12-01-2023	7,145,000.00	7,145,000.00	6.800%	238,050.64
National Cooperative Services Corporatio	07-18-1995	12-15-2012	10,600,000.00	18,000,000.00	7.700%	1,307,075.00
<u>Rural Utilities Service</u>						
REA 4480	06-01-1971	06-01-2006	275,297.53	5,000,000.00	2.000%	8,869.06
REA 4490	03-01-1973	03-01-2008	776,407.69	6,000,000.00	2.000%	19,425.95
REA 4520	06-20-1974	06-01-2009	970,473.96	5,368,000.00	2.000%	22,811.41
REA 4560	11-07-1967	07-01-2005	4,299.41	310,000.00	2.000%	288.82
SRDA 4600	01-01-1978	03-19-2006	49,119.25	865,258.00	2.000%	1,591.33
CB-4500	06-12-1973	06-12-2008	3,493,136.94	25,000,000.00	2.000%	86,023.77
CB-4510	03-01-1974	03-01-2009	2,133,354.19	12,500,000.00	2.000%	50,627.99
K4-14530	06-02-1975	06-02-2010	1,444,839.93	5,000,000.00	5.000%	81,485.08
K4-14540	06-01-1976	06-02-2011	2,014,622.73	6,000,000.00	5.000%	111,289.20
K4-14570	06-01-1977	07-01-2012	2,660,349.04	7,000,000.00	5.000%	144,746.13
K4-14580	03-01-1978	03-01-2013	2,971,210.84	7,200,000.00	5.000%	160,178.03
M9-14590	10-31-1979	10-31-2014	2,691,351.34	5,734,294.72	5.000%	143,202.48
M9-14591	10-31-1979	10-31-2014	756,247.82	1,536,705.28	5.000%	40,219.48
SRDA 14610	03-01-1977	03-01-2012	72,059.59	188,718.00	5.000%	3,918.55
P12-1-B620	08-29-1984	06-30-2019	4,030,301.27	6,401,000.00	5.000%	209,064.39
P12-1-B621	08-29-1984	06-30-2019	1,975,526.78	3,053,000.00	5.000%	102,458.15
P12-1-B624	08-20-1990	08-31-2021	5,463,115.63	7,598,272.97	5.000%	281,025.01
P12-1-B625	08-20-1990	08-31-2022	1,391,125.05	1,855,727.03	5.000%	71,506.14
R12-1-B642	03-31-1995	12-31-2024	7,046,759.28	7,856,000.00	5.000%	360,983.63
R12-1-B647	03-31-1995	12-31-2024	7,046,759.28	7,856,000.00	5.000%	360,983.63

Notes

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 3/31/2005	Amount Issued	Coupon Interest Rate	Interest 2004
T62-1-B650	03-02-1998	12-31-2024	5,598,075.51	6,125,500.00	5.125%	293,878.92
T62-1-B655	03-02-1998	12-31-2024	5,598,075.51	6,125,500.00	5.125%	293,878.92
<b>Total RUS</b>			<b>58,462,508.57</b>			<b>2,848,456.07</b>
<u>Federal Financing Bank</u>						
HO-010	03-04-1977	12-31-2011	9,822,539.14	23,603,000.00	5.452%	591,531.23
HO-015	04-08-1977	12-31-2011	1,040,792.52	2,494,000.00	5.452%	62,678.43
HO-020	04-25-1977	12-31-2011	1,212,754.28	2,908,000.00	5.452%	73,034.27
HO-025	05-25-1977	12-31-2011	1,418,731.00	3,400,000.00	5.452%	85,438.57
HO-030	06-22-1977	12-31-2011	3,607,334.16	8,665,000.00	5.452%	217,240.25
HO-035	07-25-1977	12-31-2011	3,099,114.51	7,422,000.00	5.452%	186,634.34
HO-040	08-31-1977	12-31-2011	2,495,571.21	5,984,000.00	5.452%	150,287.86
HO-045	09-30-1977	12-31-2011	2,493,380.49	5,950,000.00	5.452%	150,155.92
HO-050	11-28-1977	12-31-2011	2,116,276.85	5,037,000.00	5.452%	127,446.06
HO-055	12-01-1977	12-31-2011	2,035,226.92	4,843,000.00	5.452%	122,565.08
HO-060	12-27-1977	12-31-2011	1,702,952.45	4,038,000.00	5.452%	102,554.92
HO-065	03-01-1978	12-31-2012	1,239,649.08	2,649,000.00	5.484%	73,991.21
HO-070	04-25-1978	12-31-2012	1,923,605.39	4,092,000.00	5.484%	114,814.66
HO-075	05-25-1978	12-31-2012	2,777,333.15	5,897,000.00	5.484%	165,771.28
HO-080	08-24-1978	12-31-2012	3,977,743.92	5,782,000.00	10.372%	430,174.46
HO-086	10-30-1978	12-31-2012	9,935,740.10	19,184,000.00	7.444%	799,395.82
HO-091	11-22-1978	12-31-2012	3,734,024.42	7,243,000.00	7.444%	300,426.90
HO-096	12-27-1978	12-31-2012	2,602,854.40	5,040,000.00	7.444%	209,416.81
HO-111	03-16-1979	12-31-2013	3,543,077.77	6,344,000.00	7.470%	282,842.26
HO-116	04-19-1979	12-31-2013	3,880,770.17	6,949,000.00	7.470%	309,800.09
HO-121	05-21-1979	12-31-2013	5,476,166.21	9,777,000.00	7.470%	437,159.82
HO-150	11-15-1979	12-31-2015	4,708,493.42	6,790,000.00	10.144%	498,315.27
HO-156	12-06-1979	12-31-2013	5,288,775.82	9,480,000.00	7.470%	422,200.53
HO-160	12-26-1979	12-31-2015	4,107,521.42	6,237,000.00	9.352%	401,654.59
HO-165	01-15-1980	12-31-2015	5,323,458.86	8,746,000.00	7.690%	430,156.26
HO-210	04-29-1981	12-31-2015	2,285,492.03	3,676,542.00	6.248%	150,741.27
HO-215	05-15-1981	12-31-2015	4,228,764.23	6,805,000.00	6.248%	278,911.19
HO-220	05-15-1981	12-31-2015	3,071,058.48	4,942,000.00	6.248%	202,553.86
HO-235	06-16-1981	12-31-2015	4,667,596.61	7,484,000.00	6.248%	307,854.68
HO-245	07-20-1981	12-31-2015	840,048.98	1,193,000.00	10.572%	92,549.68
HO-255	09-15-1981	12-31-2015	3,320,006.11	4,700,000.00	10.657%	368,628.69
HO-265	10-15-1981	12-31-2015	2,327,324.77	3,700,000.00	6.248%	153,500.38
HO-275	10-19-1981	12-31-2015	628,761.54	1,000,000.00	6.248%	41,470.42

Notes

Type of Debt Issue	Date of Issue	Date of Maturity	Amount Outstanding 3/31/2005	Amount Issued	Coupon Interest Rate	Interest 2004
HO-285	11-17-1981	12-31-2015	1,737,650.24	2,500,000.00	10.204%	184,958.81
HO-295	01-18-1982	12-31-2016	2,575,311.80	3,732,000.00	7.991%	214,757.27
HO-300	01-20-1982	12-31-2015	182,602.12	300,000.00	7.690%	14,754.97
HO-305	01-22-1982	12-31-2016	248,567.73	360,000.00	7.991%	20,728.26
HO-310	02-17-1982	12-31-2016	333,586.66	506,000.00	6.591%	23,042.69
HO-315	02-18-1982	12-31-2016	4,073,330.81	6,181,000.00	6.591%	281,367.70
HO-320	02-19-1982	12-31-2015	304,336.39	500,000.00	7.690%	24,591.59
HO-325	03-15-1982	12-31-2016	6,063,068.57	9,307,000.00	6.591%	418,809.99
HO-330	03-22-1982	12-31-2016	345,447.91	530,000.00	6.591%	23,862.01
HO-335	04-19-1982	12-31-2016	387,251.70	560,000.00	7.991%	32,293.23
HO-340	05-17-1982	12-31-2016	207,456.55	300,000.00	7.991%	17,299.97
HO-345	05-24-1982	12-31-2016	2,780,323.96	4,000,000.00	7.991%	231,853.39
HO-350	06-14-1982	12-31-2016	4,864,486.76	7,000,000.00	7.991%	405,653.36
HO-355	06-15-1982	12-31-2016	1,093,451.57	1,570,000.00	7.991%	91,183.78
HO-360	07-14-1982	12-31-2016	4,277,569.85	6,131,000.00	7.991%	356,709.92
HO-365	07-16-1982	12-31-2016	627,925.87	900,000.00	7.991%	52,363.23
HO-370	08-16-1982	12-31-2016	300,567.91	430,000.00	7.991%	25,064.60
HO-375	08-16-1982	12-31-2016	2,844,207.35	4,069,000.00	7.991%	237,180.69
HO-380	09-15-1982	12-31-2015	332,586.85	500,000.00	10.381%	35,998.06
HO-385	09-13-1982	12-31-2016	5,680,026.96	8,126,000.00	7.991%	473,661.90
HO-390	09-14-1982	12-31-2016	419,396.71	600,000.00	7.991%	34,973.82
HO-395	10-14-1982	12-31-2016	1,401,821.47	2,000,000.00	7.991%	116,899.01
HO-400	10-14-1982	12-31-2016	841,093.03	1,200,000.00	7.991%	70,139.41
HO-405	10-14-1982	12-31-2016	3,139,379.57	4,479,000.00	7.991%	261,795.32
HO-410	11-10-1982	12-31-2016	629,867.34	900,000.00	7.991%	52,525.13
HO-415	11-10-1982	12-31-2016	419,911.32	600,000.00	7.991%	35,016.73
HO-420	11-10-1982	12-31-2016	3,849,187.00	5,500,000.00	7.991%	320,986.72
HO-425	12-13-1982	12-31-2016	981,098.72	1,400,000.00	7.991%	81,814.59
HO-430	12-13-1982	12-31-2016	4,835,413.92	6,900,000.00	7.991%	403,228.95
HO-435	01-17-1983	12-31-2017	827,370.42	1,200,000.00	5.913%	51,118.73
HO-440	02-14-1983	12-31-2017	3,321,533.10	4,800,000.00	5.913%	205,219.51
HO-445	03-16-1983	12-31-2017	345,129.87	500,000.00	5.913%	21,323.70
HO-450	03-16-1983	12-31-2017	4,486,689.52	6,500,000.00	5.913%	277,208.21
HO-455	04-14-1983	12-31-2017	1,727,382.90	2,500,000.00	5.913%	106,725.62
HO-460	04-14-1983	12-31-2017	3,247,479.96	4,700,000.00	5.913%	200,644.16
HO-465	05-16-1983	12-31-2017	655,921.59	950,000.00	5.913%	40,525.84
HO-470	06-15-1983	12-31-2017	485,333.70	700,000.00	5.913%	29,986.13
HO-475	06-15-1983	12-31-2017	4,853,334.81	7,000,000.00	5.913%	299,861.23
HO-480	07-14-1983	12-31-2017	3,114,255.89	4,500,000.00	5.913%	192,412.99
HO-485	08-16-1983	12-31-2017	693,005.06	1,000,000.00	5.913%	42,817.02
HO-490	09-27-1983	12-31-2017	553,916.76	800,000.00	5.913%	34,223.51

Notes

<u>Type of Debt Issue</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Amount Outstanding 3/31/2005</u>	<u>Amount Issued</u>	<u>Coupon Interest Rate</u>	<u>Interest 2004</u>
HO-495	09-27-1983	12-31-2017	1,384,791.28	2,000,000.00	5.913%	85,558.74
HO-500	10-24-1983	12-31-2017	698,322.81	1,000,000.00	5.913%	43,145.57
HO-505	10-24-1983	12-31-2017	698,322.81	1,000,000.00	5.913%	43,145.57
HO-510	05-09-1984	12-31-2018	12,099,243.17	16,500,000.00	6.665%	836,977.69
HO-515	01-17-1985	12-31-2019	4,477,591.72	5,900,000.00	5.991%	277,932.84
HO-520	04-16-1985	12-31-2015	412,974.24	600,000.00	10.377%	44,682.17
HO-525	05-20-1985	12-31-2019	859,046.15	1,130,000.00	5.991%	53,322.66
HO-530	06-24-1985	12-31-2019	548,386.42	720,000.00	5.991%	34,039.40
HO-535	06-24-1985	12-31-2015	151,495.17	215,000.00	10.590%	16,718.10
HO-540	12-23-1985	12-31-2015	2,132,010.04	3,165,291.00	9.385%	209,195.01
HO-545	03-18-1986	12-31-2020	1,438,855.55	1,897,000.00	5.177%	77,113.84
HO-550	03-18-1986	12-31-2015	477,315.88	751,000.00	8.058%	40,369.19
HO-555	04-16-1986	12-31-2020	141,877.91	188,000.00	5.177%	9,603.79
HO-560	04-16-1986	12-31-2015	435,340.44	706,000.00	7.413%	33,939.33
HO-565	10-14-1986	12-31-2020	1,887,230.35	2,480,000.00	5.177%	101,143.97
HO-570	10-30-1986	12-31-2020	3,833,713.19	5,035,000.00	5.177%	205,463.53
HO-575	11-06-1995	12-31-2023	12,324,110.70	14,895,000.00	6.301%	795,106.37
HO-580	11-06-1995	12-31-2024	24,187,677.43	28,812,000.00	6.306%	1,558,618.29
HO-585	11-06-1995	12-31-2024	24,187,677.43	28,812,000.00	6.306%	1,558,618.29
HO-590	11-06-1995	12-31-2024	24,187,677.43	28,812,000.00	6.306%	1,558,618.29
HO-595	01-26-1996	12-31-2024	4,937,851.17	5,836,000.00	6.123%	309,100.34
HO-600	06-25-1997	12-31-2023	3,076,312.93	3,607,000.00	6.297%	198,348.51
HO-605	09-14-2000	12-31-2024	5,509,426.52	6,082,000.00	6.005%	338,450.66
HO-610	09-15-2000	12-31-2024	6,016,352.98	6,626,000.00	6.067%	373,222.83
HO-615	04-10-2001	12-31-2024	8,817,586.27	9,681,000.00	5.451%	492,449.94
HO-620	06-05-2001	12-31-2024	7,459,891.68	8,119,000.00	5.726%	437,159.45
HO-625	07-10-2001	12-31-2024	7,467,502.29	8,119,000.00	5.729%	437,831.17
HO-630	08-10-2001	12-31-2024	7,448,374.27	8,119,000.00	5.488%	418,615.32
HO-635	09-06-2001	12-31-2024	7,470,678.79	8,119,000.00	5.426%	415,197.09
HO-640	10-03-2001	12-31-2024	10,106,543.62	11,000,000.00	5.104%	528,839.51
HO-645	11-08-2001	12-31-2024	12,220,654.04	13,357,000.00	4.709%	590,658.06
HO-650	12-10-2001	12-31-2024	7,386,492.65	7,970,000.00	5.644%	426,754.64
HO-655	01-15-2002	12-31-2030	19,034,797.97	20,000,000.00	5.447%	1,053,028.13
HO-660	06-04-2002	12-31-2030	5,762,947.31	6,000,000.00	5.678%	332,150.56
HO-665	07-02-2002	12-31-2030	5,757,562.55	6,000,000.00	5.538%	323,765.66
FO-670	08-15-2002	12-31-2024	14,448,733.09	15,000,000.00	4.695%	696,561.61
FO-675	08-22-2002	12-31-2024	9,636,891.77	10,000,000.00	4.802%	475,021.91
FO-680	09-24-2002	12-31-2024	14,428,037.93	15,000,000.00	4.366%	647,475.21
FO-685	10-03-2002	12-31-2024	9,619,074.61	10,000,000.00	4.375%	432,545.05
FO-690	11-05-2002	12-31-2024	14,450,096.05	15,000,000.00	4.717%	699,845.15
FO-695	12-10-2002	12-31-2024	9,630,375.56	10,000,000.00	4.644%	459,300.20

Notes

<u>Type of Debt Issue</u>	<u>Date of Issue</u>	<u>Date of Maturity</u>	<u>Amount Outstanding 3/31/2005</u>	<u>Amount Issued</u>	<u>Coupon Interest Rate</u>	<u>Interest 2004</u>
HO-700	01-23-2003	12-31-2024	3,302,281.82	3,500,000.00	4.557%	154,527.01
HO-705	01-23-2003	12-31-2030	6,259,031.86	6,500,000.00	4.790%	304,998.78
HO-710	02-27-2003	12-31-2030	3,078,272.07	3,200,000.00	4.624%	144,867.89
HO-715	05-06-2003	12-31-2024	4,137,422.94	4,300,000.00	4.442%	188,859.26
FO-720	07-03-2003	12-31-2032	24,871,954.74	25,000,000.00	4.460%	1,115,000.01
FO-725	07-17-2003	12-31-2032	24,877,593.12	25,000,000.00	4.819%	1,204,750.00
FO-730	07-24-2003	12-31-2032	24,680,536.09	24,800,000.00	4.950%	1,227,600.00
HO-735	08-26-2003	12-31-2024	3,776,217.12	3,938,000.00	5.055%	195,726.69
HO-740	10-02-2003	12-31-2030	2,488,338.24	2,550,000.00	4.753%	120,330.32
HO-745	10-02-2003	12-31-2024	2,560,090.55	2,660,000.00	4.501%	118,390.05
FO-750	10-23-2003	12-31-2032	24,881,657.49	25,000,000.00	5.091%	1,272,750.00
FO-755	11-04-2003	12-31-2032	24,882,501.40	25,000,000.00	5.149%	1,287,249.99
FO-760	11-14-2003	12-31-2032	24,881,276.60	25,000,000.00	5.065%	1,266,250.00
FO-765	11-25-2003	12-31-2032	24,880,480.41	25,000,000.00	5.011%	1,252,749.99
FO-770	12-04-2003	12-31-2032	26,873,101.51	27,000,000.00	5.149%	1,390,229.99
HO-775	02-05-2004	12-31-2030	6,375,086.61	6,500,000.00	4.854%	283,348.85
HO-780	05-06-2004	12-31-2030	2,229,069.34	2,260,000.00	5.240%	75,199.75
HO-785	05-06-2004	12-31-2024	4,040,184.96	4,130,000.00	5.020%	135,015.68
HO-790	08-26-2004	12-31-2030	16,735,064.19	16,900,000.00	4.921%	288,577.66
FO-795	11-01-2004	12-31-2030	6,662,493.74	6,700,000.00	4.672%	51,315.41
FO-800	11-16-2004	12-31-2030	3,222,122.06	3,240,000.00	4.795%	19,101.39
FO-805	11-16-2004	12-31-2024	5,597,006.12	5,644,000.00	4.577%	31,761.37
FO-810	12-16-2004	12-31-2038	50,000,000.00	50,000,000.00	4.744%	97,213.12
FO-815	12-22-2004	12-31-2038	50,000,000.00	50,000,000.00	4.825%	59,323.78
FO-820	12-29-2004	12-31-2038	50,000,000.00	50,000,000.00	4.946%	13,513.66
FO-825	02-02-2005	12-31-2038	25,000,000.00	25,000,000.00	4.658%	-
FO-830	02-08-2005	12-31-2038	25,000,000.00	25,000,000.00	4.497%	-
			<b>Total FFB</b>	<b>969,562,847.78</b>		<b>44,355,763.10</b>
			<b>Total Notes</b>	<b>1,175,648,541.60</b>		
			<b>Total Bonds</b>	<b>127,600,000.00</b>		
			<b>Sick Leave Reserve</b>	<b>2,285,510.29</b>		
<b>Total Indebtedness</b>			<b>\$ 1,305,534,051.89</b>			



**EXHIBIT 8**

**BOARD RESOLUTION JUNE 13, 2005**

**FROM THE MINUTE BOOK OF PROCEEDINGS  
OF THE BOARD OF DIRECTORS OF  
EAST KENTUCKY POWER COOPERATIVE, INC.**

**FROM THE MINUTE BOOK OF PROCEEDINGS  
OF THE BOARD OF DIRECTORS OF  
EAST KENTUCKY POWER COOPERATIVE, INC.**

At a regular meeting of the Board of Directors of East Kentucky Power Cooperative, Inc. held at the Headquarters Building, 4775 Lexington Road, located in Winchester, Kentucky, on Monday, June 13, 2005, at 11:10 a. m., EDT, the following business was transacted:

Five-Year Revolving Credit Facility

After review and discussion of the applicable information, a motion was made by Fred Brown, seconded by A. L. Rosenberger, and, there being no further discussion, passed to approve the following:

**Whereas**, East Kentucky Power Cooperative, Inc., (“EKPC”) expects to incur capital costs for expenditures associated with the construction of various generation and transmission facilities (the “Facilities”) and for general corporate purposes;

**Whereas**, That EKPC has made or will make applications with the Federal Financing Bank and/or the Rural Utilities Service (“RUS”) for permanent financing of said Facilities;

**Whereas**, After review and discussion of the applicable information, management and the Operations, Services and Support Committee recommend that EKPC be authorized to enter into a five-year unsecured revolving credit facility to meet said requirements; and

**Whereas**, Said recommendation supports EKPC Key Measure – Competitive Energy by allowing EKPC to minimize financing costs on capital projects while managing cash flow; now, therefore, be it

**Resolved**, That the EKPC Board of Directors (“Board”) hereby authorizes EKPC to enter into a five-year unsecured revolving credit facility in an amount not to exceed \$700,000,000, substantially, on the terms and conditions set forth in the Commitment Letter dated June 13, 2005, between EKPC, National Rural Utilities Cooperative Finance Corporation and The Bank of Tokyo-Mitsubishi, Ltd., submitted to the Board on this date, and in the loan documents to be prepared and executed pursuant thereto (the “Credit Facility”), together with such revisions therein, as in the discretion of the President and Chief Executive Officer, or his designee, are deemed to be in the best interest of EKPC, and to incur and pay expenses associated with the Credit Facility;

**Resolved**, That the Board authorizes EKPC to seek all necessary governmental and regulatory approvals for said Credit Facility;

**Resolved**, That the Board authorizes the President and Chief Executive Officer, or his designee, acting singly, on behalf of EKPC, to negotiate, execute and deliver all such other documents and instruments and do any and all things as may be necessary or appropriate in the judgment of such officer, or designee, in order to carry out the purposes and intent of the foregoing resolutions; and

**Resolved**, That each of the President and Chief Executive Officer, or the Vice President of Finance and Planning, acting singly, is hereby authorized on behalf of EKPC, to execute and deliver from time to time advance requests, prepayment notices and any other notices, consents or other documents contemplated by the Credit Facility.

The foregoing is a true and exact copy of a resolution passed at a meeting called pursuant to proper notice at which a quorum was present and which now appears in the Minute Book of Proceedings of the Board of Directors of the Cooperative, and said resolution has not been rescinded or modified.

Witness my hand and seal this 13th day of June 2005.

  
Sam Penn, Secretary

Corporate Seal